ORIGINAL PRECEDENTS

OF

SETTLEMENTS.

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ORIGINAL PRECEDENTS

OF

SETTLEMENTS,

DRAWN

BY THE

MOST DISTINGUISHED CONVEYANCERS OF THE PRESENT DAY,

AND

NOW FIRST PUBLISHED UNDER THE DIRECTION AND INSPECTION

OF

JAMES BARRY BIRD, Esq.

AUTHOR OF THE CONVEYANCER'S ASSISTANT, &c.

LONDON:

Printed by and for W. Hughes, 49, Smithfield,

W. CLARKE AND SON, PORTUGAL STREET, LINCOLN'S INN FIELDS, AND R. FLOYER, OPPOSITE VILLERS STREET, STRAND.

1800.

PREFACE.

WHEN the author firſt ſent this Work to the Preſs, he intended to introduce a greater aſſortment of Settlements than he has at preſent inſerted, but the novelty, and it may be added, the abſtruſe nature of the ſubject, ſoon led him to conſider that it would be prudent to repreſs a part of his original deſign, until he ſhould have learned the opinion of the public through the medium of the enſuing pages.

The very flattering attention with which his former literary purſuits have been honored induces him to hope that the preſent publication will meet with the ſame favorable reception; and ſhould his hopes be crowned with ſucceſs, he propoſes to turn his thoughts as often as an extenſive practice will permit to the proſecution of the preſent ſubject agreeably to his original intentions, and at ſome future period to extend his plan into all the various other Precedents uſed in Conveyancing.

The Editor is aware that ſome may object to the neceſſity of the preſent publication, that there are already in print a multitude of precedents of eſta-

bliſhed authority, from which it would be dangerous in practice to depart, and that the profeſſion ſtill regard with a ſort of honor and veneration the names of BRIDGMAN, LILLY and HORSMAN.

In anſwer to theſe objections, ſingular as they may appear in an age wherein improvements in every part of ſcience have been proſecuted with ardor, and elegance and ornament are held in ſuch high eſtimation, the Editor begs to have it recollected that the Science of Conveyancing, like all others, is ſuſceptible of improvement, and that it is abſurd to ſuppoſe that alone to have remained ſtationary, whilſt all other ſciences have been gradually advancing to perfection.

Without any derogation therefore from the characters of thoſe gentlemen, it may be aſſerted that in their Precedents we do not perceive that vaſt ſtore of thought, that poliſh of ſtyle, or that eſſential to every kind of writing, perſpicuity, for which modern precedents are ſo eminently diſtinguiſhed; and it would be charging thoſe gentlemen with the greateſt preſumption to ſuppoſe that they intended by their labours to exclude all poſſibility of improvement. Since their time material alterations have taken place in the language of deeds: to modify and improve them the united efforts of taſte, genius, and induſtry have been exerted with ſucceſs; the barbarous and uncouth expreſſions in which deeds were formerly penned have given place to a ſtyle more neat and intelligible; and

and the gentlemen of the preſent day moſt eminent for their practice, (amongſt whom are the authors of the enſuing Precedents,) have principally directed their labours to render deeds leſs prolix by compreſſing the recitals and avoiding all unneceſſary repetitions; ſo that modern Conveyances poſſeſs the double advantages of perſpicuity and brevity.

The language of deeds may nevertheleſs, even in its preſent improved ſtate, diſguſt the faſtidious ear accuſtomed to the melodious numbers of the poet and the modulated periods of the hiſtorian, but it may be aſſerted, with a ſtrict regard to truth, that in a well drawn modern Conveyance there ſcarce occurs a ſuperfluous expreſſion.

In the lapſe of time new caſes have ariſen and been determined. From theſe determinations the defects and inaccuracies of former ſettlements have been diſcovered, and gentlemen in practice following the deciſions of the Court, have introduced into their drafts proviſions againſt theſe defects and inaccuracies, and on the whole many clauſes formerly in uſe are now omitted as entirely ſurperfluous and others are introduced as abſolutely neceſſary.

The Study of Conveyancing has alſo of late years employed a more than uſual proportion of profeſſional ability, for, as the ſources of our trade are multiplied, and the objects of our commerce have increaſed, landed property has more

frequently changed its owners, and conſequently Conveyances have been drawn in greater numbers; a larger field has been opened for the diſplay of profeſſional exertion, and induſtry has been ſtimulated by the hope of reward adequate to its labors. From this combination of talents, directed to one branch of the profeſſion, the moſt uſeful effects have reſulted; abſtruſe and intricate points, which, if formerly underſtood, were never elucidated, are now fully comprehended and clearly explained; and from this elucidation of the theory have ariſen ſeveral improvements in practice. For theſe improvements the profeſſion is principally indebted to the elaborate Eſſays of the late Mr. FEARNE, and the ſpirited and maſterly notes of Mr. HARGRAVE and Mr. BUTLER on the Text of Littleton and the Commentary of Lord Coke.

The labours of theſe gentlemen have diffuſed a ſpirit of improvement among the profeſſion in general, and many other publications have appeared with different degrees of excellence, but each valuable in its kind.

Truſting that he has now offered ſufficient reaſons to convince the reader of the utility of the preſent book, the Editor thinks it may not be amiſs to obſerve, as to its particular merit, that the Precedents of which it conſiſts were wholly *drawn* by Counſel, whereas thoſe which form the greater part of former Publications have only been *ſettled or approved*; and though, on a curſory view, there may

may ſeem but little eſſential difference between the one and the other, yet the practiſer well knows how great is the diſtinction. It is a current fact, that Counſel when they ſettle a draft, inſtead of altering it in the groſs into their own language, conſider themſelves, for the moſt part, as only correcting *manifeſt legal errors* or ſuch *verbal improprieties* as may and do often occur in the language of a country practitioner, who, without at all detracting from his profeſſional knowledge, cannot fairly be ſuppoſed to be poſſeſſed of that extent of technical accuracy which can only be the reſult of minute inveſtigation, aided by enlarged practice and long experience; nor indeed have the greater part of the drafts which are ſubmitted to Counſel, and have made their appearance in the world ſanctioned with their ſignature, even this advantage ſave in a very limited degree, as it rarely happens that a Counſel peruſes the draft in behalf of all parties; it is his province in general to take care of Truſtees, Married Women, Perſons conveying under Powers, &c. perſons only taking a partial intereſt, or whoſe concurrence, although indiſpenſably neceſſary, is ſtill but a ſecondary object in the paſſing the eſtate, ſo far as it concerns the deed, the operative part whereof relating to them forms a comparatively ſmall portion of the Conveyance; and, ſo their intereſts are ſecured, the end of conſulting Counſel is fully anſwered, and the reſt of the deed paſſes uncorrected, ſo as the different parts of it do not counteract each other.

On

On the contrary, every Precedent here inſerted (with the exception of a ſingle Settlement drawn by the late Mr. Fearne) is the production of ſome one or more of the moſt eminent Counſel of the preſent day, and not of perſons dead or retired from practice, much leſs a compilation from the antiquated and diffuſe forms of our ancient law books, which, however uſeful they might be in their day and generation (and it is by no means intended to leſſen their *original* ſterling value) muſt unqueſtionably give way to that neatneſs and accuracy, for which the Counſel from whom theſe Precedents came are ſo eminently diſtinguiſhed, that a practiſer of ſlight acquaintance with their mode of drawing would find no great difficulty in appropriating each draft to its proper author, with almoſt as much preciſion as if his name had been prefixed or ſubjoined, an advantage (had it been attainable) which, though the reaſon laſt ſtated render leſs neceſſary, ſtill the Editor would have been proud to avail himſelf of; but it could not be permitted, nor indeed could it be aſked, in as much as every gentleman whoſe drafts compoſe the enſuing pages is now living and in full practice.

It has been conſidered as a great advantage to the Precedents hitherto publiſhed, that, as it would be very improper to give the real names of the parties, they have been diſtinguiſhed by initial letters. This might do very well in a *common conveyance*; but, in a deed of ſettlement, where from

fifteen

fifteen to thirty different perſons are frequently introduced, the memory is by this mode ſo fatigued by the perpetual recollection of initials as to divert the reader's attention from the intereſts of the ſeveral parties, with which alone it muſt neceſſarily in a ſettlement be ſufficiently engaged.

The editor of Williams's Conveyancing ſeems to have been well aware of this inconvenience, and to have made ſome attempts towards its removal, but it is ſubmitted, that though the plan he has adopted in this reſpect, and in which he followed Mr. Horſman, is unqueſtionably preferable to the uſe of initials only, yet ſtill his improvement is a very partial one. Improvements in their nature muſt be gradual; the firſt ſtep, though almoſt imperceptible, is ſtill of ſervice, as it paves the way for further advances; thus it was with Mr. Williams, the letters "A. A." and "B. B." were at firſt univerſally adopted, theſe Mr. Williams in the firſt precedent has amplified into "Abel Adams" and "Benjamin Brett," but it muſt be admitted that, though this manner may ſtrike the memory rather more forcibly than the other, yet theſe names having no natural connection with the intent of the deed, the reader before he has gone through three or four pages of recitals is ſtill under the neceſſity of going back to the beginning to ſee what perſon or character is repreſented by the name he is reading.

Allowing therefore Mr. Williams all the merit he can juſtly claim, the Editor of the Preſent

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Publication flatters himſelf his Plan, at the ſame time that it is entirely novel, will be found of ſtill greater utility. The parties are here deſcribed according to their relative intereſts to each other, and the place they ſupply in the deed; as, for inſtance, where the Huſband and Wife and Truſtees are named, they are called "*Huſband* and "*Wife*" "and *Truſtees*," by which means the reader's ideas are kept cloſe to the objects of the deed, more effectually even than if the names of the parties had been inſerted; but as in a marriage ſettlement the words Huſband and Wife and Truſtees frequently occur as part of the original conveyance itſelf, they are in ſuch caſe, to prevent confuſion, inſerted in the common type of the book without any diſtinction; whilſt on the other hand, when theſe words are adopted for the purpoſe of repreſenting the Parties themſelves as well as their relative characters, they are diſtinguiſhd by Italics. The whole of this obſervation will be fully explained by a reference to any one of the Precedents.

PRECEDENTS

OF

SETTLEMENTS.

Settlement whereby the Property of the Lady consisting of Monies secured by Bonds, Bills, Notes, and other Securities, and of Claims to Monies in the Five per Cents. and Real Estates, and of certain Real Estates of which she is seised in fee, is settled in favor of the Lady and the Issue. The Gentleman covenants to assist the Purposes of the Settlement, and settle any future Property of the Lady to her Use.

THIS INDENTURE of three parts, made, &c. BETWEEN the *Intended Husband*, of the first part; the *Intended Wife*, of the second part; and *Two Truſtees*, of the third part; WHEREAS the ſaid *Intended Wife* is intitled to divers ſums of money ſecured on bonds, bills, notes, and other ſecurities; and the ſaid *Intended Wife* has a claim to the ſum of £.—— in the five per cent. Bank Annuities, of which at preſent ſhe has not the abſolute command: And the ſaid *Intended Wife* has alſo a claim to an eſtate at ———, and to ſome other property in ———, which at preſent cannot be aſcertained: AND WHEREAS the ſaid *Intended Wife* is ſeiſed in fee ſimple of and in the meſſuage or tenement, pieces or parcels of land and hereditaments hereinafter deſcribed and mentioned

Parties.

Recites, that the Lady is intitled to Monies ſecured by Bonds, &c. and has a Claim to Money in the five per Cents. and to certain Eſtates: and is ſeiſed in fee of certain other eſtates.

That a Marriage is about to take place, and that upon the Treaty for the ſame it was agreed, that the Property ſhould be ſettled as after mentioned.

mentioned to be hereby granted and releaſed: AND WHEREAS a marriage hath been agreed upon, and is ſhortly intended to be had and ſolemnized between the ſaid *Intended Huſband* and the ſaid *Intended Wife*; and upon the treaty for the ſaid intended marriage it was agreed, that the ſaid bonds, bills, notes, and other ſecurities, and ſums of money due thereon, to which the ſaid *Intended Wife* is entitled as aforeſaid, ſhould be transferred unto the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, upon the truſts hereinafter declared; and that the ſaid meſſuage or tenement, pieces or parcels of land and hereditaments, of which the ſaid *Intended Wife* is ſeiſed in fee ſimple as aforeſaid, ſhould be conveyed, ſettled, and aſſured to and for the uſes, intents, and purpoſes upon the truſt, and with, under, and ſubject to the powers, proviſoes, declarations, and agreements hereinafter limited, expreſſed and declared of and concerning the ſame; and upon the ſaid treaty for the ſaid intended marriage it was alſo agreed, that the ſaid *Intended Huſband* ſhould enter into ſuch covenants and agreements touching the ſaid £.——— five per cent. Bank Annuities, and the ſaid eſtate at ———, and the ſaid other property in ———; and alſo touching all ſuch other real and perſonal eſtates as ſhall or may come to the ſaid *Intended Wife*, during the ſaid intended coverture as hereinafter is contained.

The Settlement of the perſonals.

NOW THIS INDENTURE WITNESSETH, That in purſuance and performance of the ſaid agreement entered into upon the treaty for the ſaid intended marriage in regard to the perſonal eſtate of the ſaid *Intended Wife*, and for and in conſideration of the ſaid intended marriage, and of a ſettlement and proviſion made by the ſaid *Intended Huſband* on himſelf and the ſaid *Intended Wife* and the iſſue of the ſaid intended marriage, by indentures of leaſe and releaſe, bearing date reſpectively, the leaſe the day before, and the releaſe bearing even date with theſe preſents, and reſpectively made or expreſſed to be made between the ſame perſons who are parties to theſe preſents. AND, for making a further proviſion for the ſaid *Intended Wife*, and the iſſue of the ſaid intended marriage; and for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain to the ſaid *Intended Wife*, in hand paid by the ſaid *Truſtees*, at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, ſhe the ſaid *Intended Wife* (with the conſent and approbation of the ſaid *Intended Huſband*, teſtified by his

his being a party to and executing theſe preſents) HATH bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents, DOTH bargain, ſell, aſſign, transfer, and ſet over, unto the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, ALL AND EVERY the bonds, bills, notes, and other ſecurities, and the monies reſpectively due thereon, which ſhe the ſaid *Intended Wife* now is poſſeſſed of, intereſted in or intitled to, together with all vouchers and papers in anywiſe touching or concerning the ſame, TO HAVE, HOLD, perceive, receive and take, the ſaid bills, bonds, notes, and other ſecurities, and the monies reſpectively due thereon, and other premiſes hereby aſſigned or mentioned or intended ſo to be as aforeſaid, unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns for ever: BUT NEVERTHELESS upon the truſts, and to and for the intents and purpoſes hereinafter mentioned, expreſſed, and declared, of and concerning the ſame. AND, for the conſiderations aforeſaid, the ſaid *Intended Wife* hath made, ordained, conſtituted, and appointed, and by theſe preſents doth make, ordain, conſtitute, and apppoint the ſaid *Truſtees*, their executors and adminiſtrators, the true and lawful attorney and attornies of her the ſaid *Intended Wife*, and in the name of her the ſaid *Intended Wife*, her executors or adminiſtrators, or any of them, to aſk for, demand, receive, collect, and get in, and to uſe, take, and proſecute all and every or any legal or equitable means, courſe, or expedient for the obtaining and getting in the ſaid hereby aſſigned premiſes; and from time to time to appoint any one or more attorney or attornies, or agent or agents, for the purpoſe of aſſiſting them in and about the execution of the truſts hereby in them repoſed; and again to diſplace and remove any ſuch attorney or attornies, agent or agents, at the diſcretion of the ſaid *Truſtees*; and from time to time to appoint and ſubſtitute any other fit perſon or perſons in the room or place of ſuch attorney or attornies, agent or agents ſo to be diſplaced, and to make every ſuch attorney or attornies, agent or agents, ſo to be appointed as aforeſaid, ſuch reaſonable allowance for his or their trouble as to the ſaid Truſtees ſhall ſeem meet; and further, to do and execute all and every other act and acts requiſite or expedient for effecting the premiſes as fully and amply to all intents and purpoſes as ſhe the ſaid *Intended Wife* could or might have done in her own proper perſon if theſe preſents had not been made and executed; the ſaid *Intended Wife*

Operative words.

Habendum.

The uſual power of attorney.

hereby ratifying and confirming all and whatſoever the ſaid *Truſtees* ſhall lawfully do, or cauſe to be done, in or about the premiſes by virtue of theſe preſents; and it is hereby agreed and declared by and between the ſaid parties to theſe preſents to be the true intent and meaning of them, and of theſe preſents, that the ſaid bonds, bills, notes, and other ſecurities, and the monies reſpectively due thereon, ſo transferred unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns as aforeſaid, are ſo transferred to the intent that they the ſaid *Truſtees*, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall ſtand poſſeſſed of and intereſted in the ſame, and the growing intereſt, income and proceeds thereof, upon the truſts, and to and for the intents and purpoſes hereinafter mentioned, expreſſed, and declared, of and concerning the ſame; that is to ſay, IN TRUST for the ſaid *Intended Wife*, her executors and adminiſtrators, until the ſaid intended marriage ſhall be had and ſolemnized; and from and after the ſolemnization thereof, then, UPON TRUST, to pay the intereſt, income and proceeds of the ſaid monies ſo due and owing on the ſaid bonds, bills, notes, and other ſecurities, as aforeſaid, unto the ſaid *Intended Wife*, for and during her life, to and for her own ſole and ſeparate uſe and benefit, or to ſuch perſon or perſons as ſhe, by writing under her hand, ſhall, from time to time, notwithſtanding her coverture, direct or appoint; AND it is hereby agreed and declared, that the receipt and receipts of the ſaid *Intended Wife* and her appointee or appointees ſhall be a good and effectual diſcharge for ſo much thereof as ſhall be therein acknowledged or expreſſed to be received; and that the ſame ſhall not be ſubject or liable to the debts, controul, or engagements of the ſaid *Intended Huſband*. AND from and after the deceaſe of the ſaid *Intended Wife*, then it is hereby agreed and declared, that they the ſaid *Truſtees*, and the ſurvivor of them, his executors and adminiſtrators, ſhall ſtand poſſeſſed of and intereſted in the ſaid bonds, bills, notes, and other ſecurities, and the monies then due thereon, and the accumulating intereſt, income and proceeds thereof, from thenceforth, IN TRUST for all and every the child and children of the ſaid *Intended Wife* by the ſaid *Intended Huſband* to be begotten, in ſuch ſhares and proportions, and to be paid at ſuch age or ages, time or times, and with ſuch benefit of ſurvivorſhip or otherwiſe, as the ſaid *Intended Wife* alone, and

In Truſt for the Lady till married.

Then in truſt to pay the Intereſt, Income and Produce to her, or as ſhe, during her Life, and notwithſtanding her coverture, ſhall direct or appoint.

And after her deceaſe, then, as to the intirety in truſt for the children, as ſhe, notwithſtanding her coverture, ſhall by deed or will direct or appoint.

and notwithſtanding her coverture, by any deed or inſtrument in writing to be ſealed and delivered by her in the preſence of and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing in the nature of her laſt will and teſtament, to be by her ſigned and publiſhed in the preſence of the like number of witneſſes, ſhall direct and appoint; and for want or in default of ſuch direction or appointment, or as to ſo much of the ſaid truſt premiſes whereof no complete direction or appointment ſhall have been made, IN TRUST for all and every the children of the ſaid *Intended Wife* by the ſaid *Intended Huſband* to be begotten, equally to be divided amongſt them, if more than one, ſhare and ſhare alike; and in caſe there ſhall be but one ſuch child, then in truſt for ſuch one or only child for his and her and their portion and portions, the parts and ſhares thereof, or the whole thereof, to be paid to ſuch children or child in the manner following; that is to ſay, the part or ſhare, parts or ſhares of ſuch of them as ſhall be a ſon or ſons at his or their age or ages of twenty-one years, and the part or ſhare, parts or ſhares of ſuch of them as ſhall be a daughter or daughters, to be paid at her or their age or ages of twenty-one years, or day or days of marriage which ſhall firſt happen, unleſs ſuch time or reſpective times of payment ſhall happen in the life-time of the ſaid *Intended Wife*, and in ſuch caſe to be paid immediately after her deceaſe. PROVIDED ALWAYS, that if any ſuch child or children, being a ſon or ſons, ſhall depart this life under the age of twenty-one years, or being a daughter or daughters, ſhall depart this life under the age of twenty-one years and unmarried, then the part or ſhare, parts or ſhares of him, her, or them, ſo dying, ſhall go and accrue to the ſurvivor or ſurvivors of ſuch children to be equally divided between them, if more than one, ſhare and ſhare alike, and to be paid and payable at ſuch days and times, and to go in ſuch manner to ſuch ſurviving child or children as his, her, or their original ſhare or ſhares; and in caſe of the death of any other of the ſaid children, before ſuch accruing or ſurviving part or ſhare, parts or ſhares, ſhall become due as aforeſaid, then, as well all ſuch original part or ſhare, parts or ſhares, as alſo ſuch accruing part or ſhare, parts or ſhares ſhall be ſubject and liable to ſuch new chance, contingency or condition of accruer to the ſurvivors or ſurvivor of ſuch children as hereinbefore

For want of any direction or appointment, in truſt for the children as tenants in common, if more than one, and if but one, then in truſt for that one.

Benefit of accruer and ſurvivorſhip.

before is declared, touching his, her, or their original parts or ſhare, parts or ſhares; PROVIDED ALWAYS, that notwithſtanding the poſtponing the payment of the ſaid ſhare or ſhares till after the deceaſe of the ſaid *Intended Wife*, as well all and every ſuch original ſhare or ſhares, as alſo all and every ſuch ſurviving or accruing ſhare or ſhares ſhall be deemed and conſidered as veſted intereſts or a veſted intereſt in ſuch of the ſaid children or child, as being a ſon or ſons, ſhall attain the age of twenty-one years, or being a daughter or daughters, ſhall attain the age of twenty one years, or be married in the life time of the ſaid *Intended Wife*, and ſhall be tranſmiſſable to his, her, and their reſpective perſonal repreſentatives accordingly.

Proviſions for veſting the portions.

AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees* and the ſurvivor of them, his executors, and adminiſtrators, from and after the deceaſe of the ſaid *Intended Wife*, ſhall and do in the mean time, and until the ſhare or ſhares of ſuch child or children as aforeſaid, ſhall become payable by virtue of theſe preſents, pay and apply ſuch part of the intereſt and proceeds of the ſaid monies ſo due and owing on the ſaid bonds, bills, notes, and other ſecurities as aforeſaid, for and towards the maintenance and education of ſuch child or children in ſuch proportion as they, the ſaid truſtees or truſtee, ſhall in their or his diſcretion think fit and do and ſhall permit and ſuffer the the ſurplus and reſidue of the intereſt and proceeds of the ſhare or ſhares of ſuch children or child, reſpectively, to accumulate for the benefit of ſuch perſon or perſons as ſhall be intitled thereto by virtue of theſe preſents.

Proviſions for the maintenance and education of the children.

PROVIDED ALWAYS, and it is hereby agreed and declared, that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivor of them, his executors and adminiſtrators, at any time or times after the deceaſe of the ſaid *Intended Wife*, to pay any part of the ſhare or ſhares of any ſuch child or children as aforeſaid, being a ſon or ſons, for the putting or placing him or them to or in any trade, buſineſs, profeſſion, employment, or otherwiſe for his or their preferment or advancement in the world, notwithſtanding he or they ſhall not then have attained his or their age or ages of twenty-one years.

Likewiſe for their preferment.

PROVIDED ALWAYS, and it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that in caſe there ſhall be no child of the ſaid *Intended Wife* by the ſaid *Intended Huſband*, or there being ſuch, and every ſon ſhall depart

If there ſhall be no child, or being ſuch, and every ſon ſhall die under twenty-one, and every

depart this life under the age of twenty-one years, and every daughter ſhall depart this life under that age and unmarried, then they the ſaid *Truſtees* and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivors ſhall ſtand poſſeſſed of and intereſted in the ſaid bonds, bills, notes and other ſecurities, and the monies due thereon, and the then accumulated intereſt and proceeds thereof in truſt for ſuch perſon and perſons, to and for ſuch uſes, intents and purpoſes and in ſuch manner as ſhe, the ſaid *Intended Wife*, alone, and notwithſtanding her intended coverture, by any deed or inſtrument in writing to be ſealed and delivered by her in the preſence of and atteſted by two or more creditable witneſſes, or by her laſt will and teſtament in writing, or any writing in the nature of her laſt will and teſtament, to be ſigned and publiſhed by her in the preſence of the like number of witneſſes ſhall direct or appoint; and for want of or in default of ſuch laſt mentioned direction or appointment, or as to ſo much of the ſaid truſt premiſes whereof no complete direction or appointment ſhall have been made in truſt for the next of kin of the ſaid *Intended Wife* according to the Statutes for the diſtribution of inteſtates eſtates, and as if the ſaid *Intended Wife* had departed this life unmarried and inteſtate. AND THIS INDENTURE WITNESSETH, that in purſuance and performance of the ſaid agreement entered into upon the ſaid treaty for the ſaid intended marriage by the ſaid *Intended Husband*, in regard to the ſaid £.—— 5 per cent. bank annuities, and the ſaid other property to which the ſaid *Intended Wife* is now or may hereafter become intitled as aforeſaid; he, the ſaid *Intended Husband*, doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, that he, the ſaid *Intended Husband*, will not only permit the ſaid *Intended Wife*, during the ſaid intended coverture, to have, receive, and enjoy, to her own ſeparate uſe and benefit the ſaid monies and premiſes hereby ſettled as aforeſaid, and alſo the ſaid ſum of £.—— 5 per cent. bank annuities, when the ſaid *Intended Wife's* claim thereto ſhall become abſolute; and alſo the ſaid eſtate at —— and the ſaid other property in —— when the ſame can be aſcertained; but alſo, that if he the ſaid *Intended Husband*, in right of the ſaid *Intended Wife*, ſhall become intereſted in and intitled to any real or perſonal eſtate as ſhall hereafter be given or bequeathed, or which ſhall deſcend to the ſaid *Intended*

daughter under that age and unmarried, then the ſaid truſtees are to ſtand intereſted in truſt for ſuch perſons as ſhe ſhall appoint.

And in default of appointment for the next of kin.

The gentleman covenants that he will not only permit the lady to enjoy the premiſes as aforeſaid, but will ſettle all or any property he may chance to become intitled to in her right to her ſeparate uſe and diſpoſal.

Wife, then that he, the ſaid *Intended Husband*, his heirs, executors and adminiſtrators, ſhall, and will permit and ſuffer the ſame and every part thereof, to be and remain at the entire diſpoſition of the ſaid *Intended Wife*, either for her own uſe or for the uſe of any other perſon or perſons ſhe ſhall appoint, and for the better effecting this purpoſe, he the ſaid *Intended Husband*, his heirs, executors and adminiſtrators, ſhall and will join with the ſaid *Intended Wife*, in conveying, aſſigning, and aſſuring as well the ſaid ſum of £. ——— 5 per cent bank annuities, and the ſaid eſtate at ——— and the ſaid other property in ——— when requeſted ſo to do, as alſo all ſuch real and perſonal eſtate as ſhall hereafter deſcend to or be given and bequeathed to the ſaid *Intended Wife*, during the ſaid intended coverture, unto and to the uſe of the ſaid *Truſtees*, their heirs, executors, adminiſtrators, and aſſigns reſpectively, according to the nature and quality of ſuch eſtates, in truſt for the ſaid *Intended Wife*, for her ſole and ſeparate uſe, and to be held at her entire diſpoſition accordingly.

Settlement of the real eſtate

AND THIS INDENTURE WITNESSETH, that in purſuance and performance of the ſaid agreement, entered into upon the treaty for the ſaid intended marriage, in regard to the real eſtate of the ſaid *Intended Wife*, and for the conſiderations and purpoſes aforeſaid, and for ſettling and aſſuring the ſaid meſſuage or tenement, pieces or parcels of land and hereditaments hereinafter deſcribed, and mentioned, to be hereby granted and releaſed, to and for the uſes, intents and purpoſes upon the truſts, and under and ſubject to the powers, proviſoes, declarations and agreements hereinafter limited, expreſſed and declared, of and concerning the ſame; and alſo, for and in conſideration of the further ſum of ten ſhillings of lawful money of Great Britain, to the ſaid *Intended Wife*, in hand paid by the ſaid *Truſtees* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, ſhe, the ſaid *Intended Wife*, with the approbation and conſent of the ſaid *Intended Husband*, teſtified as aforeſaid, HATH granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents, DOTH grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Truſtees*, (in their actual poſſeſſion now being, by virtue of a bargain and ſale to them thereof made by the ſaid *Intended Wife* for five ſhillings conſideration by indenture, bearing date the day next before the day of the date of theſe preſents for one whole year, commencing from the day

Operative words.

Mention of bargain and ſale.

next

next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute for transferring uſes into poſſeſſion) and to their heirs; (*here deſcribe the eſtates*) or, howſoever otherwiſe the ſaid meſſuage or tenement, pieces or parcels of land and hereditaments now are or late were, or at any time heretofore have been called or known, abutted, divided or deſcribed, tenanted or enjoyed, together with all ways, paths, paſſages, waters, watercourſes, drains, hedges, ditches, mounds and fences, rails, pales, timber, and other trees, common of paſture, and turbary and other commons, feedings, lights, caſements, profits, privileges, advantages, emoluments, and appurtenances whatſoever, to the ſaid meſſuage or tenement, pieces or parcels of land and hereditaments or any of them belonging, or in any wiſe appertaining, or therewith, or with any of them, or any part thereof uſually occupied or enjoyed or accepted, reputed, deemed, taken, or known as part, parcel or member thereof, or of any part thereof; and the reverſion and reverſions, remainder and remainders yearly, and other rents, iſſues and profits thereof, and of every part thereof, and all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, poſſeſſion, claim, and demand whatſoever, both at law and in equity, of her the ſaid *Intended Wife* of, in, to or out of the ſame every or any part or parcel thereof

General words.

TO HAVE AND TO HOLD the ſaid meſſuage or tenement, pieces or parcels of land and hereditaments, and all and ſingular other the premiſes hereby granted and releaſed, or mentioned, or intended ſo to be as aforeſaid, with their and every of their appurtenances unto the ſaid *Truſtees*, their heirs and aſſigns for ever, to and for the uſes, intents and purpoſes upon the truſt, and with, under, and ſubject to the powers, proviſoes, declarations and agreements hereinafter mentioned, expreſſed and declared, of, and concerning the ſame, that is to ſay, TO THE USE of the ſaid *Intended Wife* and her heirs, until the ſaid intended marriage ſhall be had and ſolemnized, and from and after the ſolemnization thereof TO THE USE of the ſaid *Intended Wife* for and during the term of her natural life, to and for her own ſole and ſeparate uſe and benefit, or to the uſe of ſuch perſon or perſons as ſhe, the ſaid *Intended Wife*, by writing under her hand ſhall, at any time during the ſaid intended coverture, direct or appoint; and in default of ſuch direction or appointment THEN IN TRUST to pay the rents, iſſues and profits of the ſaid hereditaments and premiſes into the proper hands of the

Habendum.

To the uſe of the lady till marriage.

To her for life or as ſhe by any writing, notwithſtanding the intended coverture, ſhall appoint.

For want of appointment to pay her the rents, &c. for her own ſeperate uſe.

the ſaid ſaid *Intended Wife* for and during her life, to and for her ſole and ſeparate uſe, wholly independent of the ſaid *Intended Huſband*, and not ſubject to his debts, controul or engagements and the receipts of the ſaid *Intended Wife* alone; and notwithſtanding her coverture, it is hereby declared ſhall be a good and ſufficient diſcharge for ſo much of the ſaid rents and profits as ſhall be therein acknowledged or expreſſed to be received, and from and after the deceaſe of the ſaid *Intended Wife* then TO THE USE of all and every the child and children of the ſaid *Intended Wife* by the ſaid *Intended Husband* to be begotten, for ſuch eſtate and eſtates, and in ſuch proportions, and to be veſted in ſuch children or child at ſuch reſpective age or ages, time or times, and in ſuch manner as ſhe, the ſaid *Intended Wife*, alone, and notwithſtanding her coverture, by any deed or inſtrument in writing, to be ſealed and delivered by her, in the preſence of, and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing in the nature of her laſt will and teſtament to be ſigned and publiſhed by her, in the preſence of three or more credible witneſſes, ſhall direct or appoint, and for want or in default of ſuch direction or appointment, or in caſe any ſuch ſhall be when and as the eſtates thereby limited ſhall reſpectively end and determine TO THE USE of all and every the child and children of the ſaid *Intended Wife* by the ſaid *Intended Husband* to be begotten, their reſpective heirs and aſſigns for ever, if more than one to take as tenants in common and not as joint-tenants, and if there ſhall be only one ſuch child, then to the uſe of ſuch one or only child, his or her heirs and aſſigns for ever; and in default of iſſue of the ſaid intended marriage of the ſaid *Intended Wife* with the ſaid *Intended Husband*, TO THE USE of ſuch perſon or perſons and for ſuch eſtate and eſtates, intereſt and intereſts, ends, intents and purpoſes, and with, under and ſubject to ſuch powers, proviſoes, declarations and agreements as the ſaid *Intended Wife*, alone, and notwithſtanding her ſaid intended coverture, by any deed or inſtrument in writing, to be ſealed and delivered by her in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any codicil or writing in the nature of her laſt will and teſtament, to be ſigned and publiſhed by her in the preſence of three or more credible witneſſes, ſhall direct or appoint; and for want or in default of ſuch laſt mentioned direction

And after her deceaſe, to the uſe of the children as ſhe by deed or will ſhall appoint.

Remainder to the children as tenants in common.

In default of iſſue to ſuch uſes as the lady ſhall appoint.

or

or appointment, or in caſe any ſuch ſhall be, when, and as the eſtates ſo directed and appointed ſhall reſpectively end and determine to the uſe of the ſaid *Intended Wife*, her heirs and aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever. (*Here add the common Proviſions and Clauſes of Indemnity.*) IN WITNESS, &c.

Settlement whereby the Property of the Lady, conſiſting of a reverſionary Fortune in the Stocks, and alſo certain real Eſtates of the Gentleman are ſettled as abſtracted in the Margin.

THIS INDENTURE of four parts, made, &c. BETWEEN the *Intended Huſband* of the firſt part; the *Intended Wife* of the ſecond part; the *Lady's Mother* of the third part; and *Three Truſtees* of the fourth part; WHEREAS the ſaid *Intended Wife* is intitled under and by virtue of the marriage ſettlement, and laſt will and teſtament of *her late deceaſed father*, to a pecuniary fortune, conſiſting of a moiety of divers conſiderable ſums of money in the public ſtocks or funds, expectant on the deceaſe of *her grand-mother* and *her mother*: AND WHEREAS the ſaid *Intended Huſband* is ſeiſed in fee ſimple of and in certain lands, tenements, farms, farm-houſes, and hereditaments, ſituate, lying, and being in the county of ———: AND WHEREAS a marriage hath been agreed upon, and is ſhortly intended to be had and ſolemnized between the ſaid *Intended Huſband* and the ſaid *Intended Wife*, with the conſent of *her Mother*, teſtified by her being a party to and executing theſe preſents, whoſe conſent is required by the ſaid will of *the Father*, herein before referred to; and upon the treaty for the ſaid intended marriage it was agreed, that the ſaid lands, tenements, farms, farm-houſes, and hereditaments, of which the ſaid *Intended Huſband* is ſeiſed and intitled to as aforeſaid, ſhould be conveyed, ſettled and aſſured to the uſes upon the truſts, and to and for the intents and purpoſes, and with, under and ſubject to the powers, proviſoes, declarations and agreements hereinafter limited, expreſſed and declared, of, and concerning the ſame; and that the ſaid *Intended Huſband*, and alſo the ſaid *Intended Wife*, ſhould make and enter into ſuch covenants and agreements touching

Parties.

Recites that the Lady is intitled to a reverſionary fortune in the Stocks.

And that the gentleman is ſeiſed in fee of certain hereditaments.

And that a marriage has been agreed upon between the Lady and gentleman with the conſent of the Lady's mother, &c.

touching the ſaid moiety of the ſaid ſtocks and funds to which the ſame *Intended Wife* is intitled in expectancy as aforeſaid as hereinafter are expreſſed and contained. NOW THIS INDENTURE WITNESSETH, that in purſuance of and for effectuating the ſaid agreement entered into upon the ſaid intended marriage in regard to the ſaid eſtates of which the ſaid *Intended Husband*, is ſeiſed and intitled to as aforeſaid, and for and in conſideration of the ſaid intended marriage, and of the covenants and agreements hereinafter made and entered into in regard to the ſaid moiety of the ſaid ſtocks and funds to which the ſaid *Intended Wife* is intitled in expectancy as aforeſaid, and for making ſome proviſion for the ſaid *Intended Husband* and *Intended Wife*, and the iſſue of the ſaid intended marriage, and for ſettling and aſſuring the lands, tenements, farms, farm-houſes and hereditaments hereinafter deſcribed, and mentioned, or intended to be hereby granted and releaſed to the uſes upon the truſts and for the intents and purpoſes, and with, under and ſubject to the powers, proviſoes, declarations and agreements hereinafter mentioned, expreſſed and declared, of, and concerning the ſame; and alſo, for, and in conſideration of the ſaid ſum of ten ſhillings of lawful money of Great Britain to the ſaid *Intended Husband* in hand paid by the ſaid *Truſtees*, on or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged; he, the ſaid *Intended Husband*, HATH granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents DOTH grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Truſtees*, in their actual poſſeſſion now being, by virtue of a certain indenture of bargain and ſale to them thereof made by the ſaid *Intended Husband* for five ſhllllings conſideration by indenture, bearing date the day next before the day of the date of theſe preſents for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the Statute for transferring uſes into poſſeſſion, and to their heirs, aſſigns, (*here deſcribe the eſtates*); and alſo all other the lands, tenements, farms, farm-houſes and hereditaments of him the ſaid *Intended Husband*, or whereof or wherein he or any other perſon or perſons in truſt for him, hath, or have any eſtate of freehold or inheritance whatſoever, in poſſeſſion, reverſion, uſe, remainder or expectancy, ſituate, lying and being in the ſaid county of ———, together with

The ſettlement of the gentleman's property.

Operative words.

Mention of bargain and ſale.

with all and ſingular houſes, outhouſes, edifices, barns, ſtables, yards, orchards, gardens, lands, meadows, paſtures, feedings, ways, waters, watercourſes, paths, paſſages, mines, delfs, quarries, woods, underwoods and the ground, and ſoil thereof, timber and other trees, commons, common of paſture and turbary and other commons, lights, caſements, profits, privileges, advantages, emoluments and appurtenances whatſoever to the ſaid hereditaments, or any of them, belonging or in any wiſe appertaining, or therewith, or with any of them, or any part thereof uſually occupied or enjoyed or accepted, reputed, deemed, taken or known as part, parcel or member thereof, or of any part thereof; AND the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof and of every part thereof; AND all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, poſſeſſion, claim and demand whatſoever, both at law and in equity, of him the ſaid *Intended Husband*, of, in, to, or out of the ſame, every or any part or parcel thereof: TO HAVE AND TO HOLD the ſaid lands, tenements, farms, farm-houſes and hereditaments, and all and ſingular other the premiſes hereby granted and releaſed, or mentioned or intended ſo to be as aforeſaid, with their and every of their appurtenances unto the ſaid *Truſtees*, their heirs and aſſigns, to the uſes upon truſts and for the intents purpoſes and with and under and ſubject to the powers, proviſoes, declarations and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame, that is to ſay, TO THE USE of the ſaid *Intended Huſband* and his heirs, until the ſaid intended marriage ſhall be had and ſolemnized, and from and after the ſolemnization thereof, then TO THE USE of the ſaid *Intended Husband* and his aſſigns, for and during the term of his natural life without impeachment of or for any manner of waſte (voluntary waſte only excepted) and to permit and ſuffer him and them to receive and take the rents, iſſues and profits thereof to his and their own uſe and uſes; and from and after the deceaſe of the ſaid *Intended Husband*, TO THE USE of the ſaid *Intended Wife* and her aſſigns, in caſe ſhe ſhall ſurvive the ſaid *Intended Husband*, for and during her natural life, without impeachment of waſte, except voluntary, for her jointure and in bar of all dower or thirds at common law, which ſhe the ſame *Intended Wife*, might otherwiſe have or claim, in, or out of all of any of the

General words.

Habendum.

To the uſe of the gentleman till marriage.

Then to him for life.

Afterwards to the lady for life.

By way of jointure and in bar of dower.

the real eſtates which the ſaid *Intended Husband* is, or ſhall be ſeiſed of at any time during the ſaid intended coverture; and from and after the deceaſe of the ſurvivors of them the ſaid *Intended Husband* and the ſaid *Intended Wife*, TO THE USE of all and every the child and children of the ſaid *Intended Husband* by the ſaid *Intended Wife*, born in his life time or after his diſeaſe, for ſuch eſtate and eſtates, and in ſuch ſhares and proportions and in ſuch manner and form, and under and ſubject to ſuch powers, proviſoes, declarations, limitations and agreements (ſuch limitations over being for the benefit of ſome or one of ſuch children) as the ſaid *Intended Husband* and the ſaid *Intended Wife*, notwithſtanding her coverture, ſhall at any time or times, during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation to be by them ſealed and delivered, in the preſence of and atteſted by two or more credible witneſſes direct or oppoint, and in default of ſuch joint direction or appointment, then as the ſurvivor of them the ſaid *Intended Husband* and the ſaid *Intended Wife*, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her ſealed and delivered in the preſence of two or more credible witneſſes, or by his or her laſt will and teſtament in writing, or any codicil or writing in the nature of his or her laſt will and teſtament, to be by him or her ſigned and publiſhed in the preſence of three or more credible witneſſes ſhall direct and appoint; and in default of ſuch laſt mentioned direction or appointment, being made then UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, do, and ſhall, as ſoon as conveniently may be, after the deceaſe of the ſurvivor of them, the ſaid *Intended Husband* and the ſaid *Intended Wife*, make ſale and diſpoſe of the ſaid hereditaments and premiſes, either together or in parcels for the beſt price or prices in money that can be reaſonably had or gotten for the ſame, and ſign and give a receipt and receipts for the ſum and ſums of money for which the ſaid hereditaments and premiſes or any of them ſhall be ſold and diſpoſed of, which receipt and receipts ſhall be a good and ſufficient diſcharge and good and ſufficient diſcharges, to the purchaſer or purchaſers of the ſaid hereditaments and premiſes or any of them, and his, her, or their heirs, for ſo much of his, her or their purchaſe money as in ſuch receipt and receipts ſhall be acknowledged or expreſſed to be received;

Afterwards to the uſe of the children, in ſuch manner as the gentleman and lady ſhall appoint by deed;

or as the ſurvivor ſhall appoint by deed or will.

In default of appointment then in truſt to ſell the premiſſes.

received; and ſuch purchaſer and purchaſers, and his, her and their heirs ſhall not afterwards be anſwerable or accountable for any loſs, miſapplication or non application of ſuch purchaſe money ſo received or any part thereof; AND it is hereby agreed and declared that the ſaid *Truſtees* or the ſurvivors or ſurvivor of them, or the heirs, executors or adminiſtrators of ſuch ſurvivor ſhall ſtand poſſeſſed of and intereſted in the monies ariſing by ſuch ſale or ſales as aforeſaid, IN TRUST for all and every the child and children of the ſaid *Intended Wife* by the ſaid *Intended Husband* to be begotten, equally to be divided among them, if more than one, ſhare and ſhare alike; and in caſe there ſhall be but one ſuch child, then in truſt for ſuch one or only child for his or her and their portion and portions the parts and ſhares thereof, and the whole thereof to be paid to ſuch children or child in the manner following, that is to ſay, the part or ſhare, parts or ſhares of ſuch of them as ſhall be a ſon or ſons, ſhall be paid at his or their age or ages of twenty-one years, and the part or ſhare, parts or ſhares of ſuch of them as ſhall be a daughter or daughters ſhall be paid at her or their age or ages of twenty-one years or day or days of marriage which ſhall firſt happen; PROVIDED ALWAYS, that if any child or children, being a ſon or ſons, ſhall depart this life under the age of twenty-one years, or being a daughter or daughters ſhall depart this life under the age of twenty-one years and unmarried, then the part or ſhare, parts or ſhares of him, her or them ſo dying ſhall go and accrue to the ſurvivors or ſurvivor of ſuch children or child, to be equally divided between or amongſt them all if more than one, ſhare and ſhare alike, and the ſame ſhall be paid and payable at ſuch days and times, and ſhall go in ſuch manner to ſuch ſurviving child or children as his, her or their original ſhare or ſhares; and in caſe of the death of any of the ſaid children, before ſuch accruing or ſurviving part or ſhare, parts or ſhares, ſhall become due as aforeſaid, then, as well ſuch original part or ſhare, parts or ſhares, as alſo ſuch accruing part or ſhare, parts or ſhares ſhall be ſubject and liable to ſuch new change, contingency, or condition of accruer to the ſurvivors or ſurvivor of ſuch children as is herein-before declared, touching his, her or their original part or ſhare, parts or ſhares; AND that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivors of them, his executors and adminiſtrators in the mean time, and until the ſaid portion and portions ſhall become

And ſtand intereſted in the monies ariſing from the ſale for the children, as tenants in common if more than one;

and if but one then in truſt for that one.

When to be veſted intereſts.

A clauſe of ſurvivorſhip and accruer.

Truſts of the money to ariſe from the ſale declared.

come payable, to lay out and invest the money arising from such sale or sales as aforesaid, at the discretion of the said *Trustees* for the time being, in the public stocks or funds, or on government or real securities, in their or his own names or name, and from time to time to alter and transpose such securities or funds, and do and shall stand and be possessed of such stocks, funds and securities, upon such the like trusts, and for such and the like intents and purposes, and under and subject to such and the like powers, provisoes, declarations and agreements as are hereinbefore mentioned, expressed and declared, of and concerning the monies arising by such sale or sales of the said hereditaments and premises hereby granted and released, or intended so to be as aforesaid; AND UPON THIS FURTHER TRUST, that they the said *Trustees*, the survivors or survivor of them, or the executors or administrators of such survivor shall, and do, in the mean time, until the share or shares of such child or children as aforesaid shall become payable by virtue of these presents, pay and apply all or such part of the interests, dividends and annual produce of the monies arising from such sale or sales as aforesaid, for and towards the maintenance and education of such child or children in such proportion as they, the said *Trustee* or *Trustees* shall in their or his discretion think proper, and do and shall permit and suffer the surplus or residue, if any, of the interests, dividends and annual produce of the share or shares of such child or children respectively, to accumulate for the benefit of such person or persons as shall be intitled thereto by virtue of these presents; PROVIDED ALWAYS, and it is hereby agreed and declared that it shall and may be lawful for the said *Trustees* and the survivors and survivor of them, and the executors, administrators and assigns of such survivor, to pay any part or parts of the share or shares of any such child or children as aforesaid, being a son or sons, for the putting or placing him or them to or in any trade, business, profession or employment or otherwise for his or their preferment or advancement in the world, notwithstanding he or they shall not then have attained his or their respective ages of twenty-one years; PROVIDED ALWAYS, and it is hereby agreed and declared by and between all the said parties to these presents, that in case there shall be no child of the said *Intended Wife* by the said *Intended Husband*, or there being such, if every son shall depart this life under the age of

Provision for the maintenance and education of the children;

and for their preferment.

In case there shall be no children to take a vested interest, then as well as to the undisposed estates of any as the

of twenty-one years, and every daughter ſhall depart this life under the age of twenty-one years and unmarried, then they the ſaid *Truſtees* and the ſurvivors and ſurvivor of them, and the heirs, executors and adminiſtrators of ſuch ſurvivor, ſhall ſtand ſeiſed and be poſſeſſed, as well of ſuch part of the ſaid hereditaments and premiſes as ſhall not have been ſold and diſpoſed of, as alſo of the monies ariſing by ſuch ſale or ſales, if any ſuch ſhall be made, and the then accumulated intereſt thereof, if any, TO THE USE of and IN TRUST for the ſaid *Intended Husband*, his heirs, executors, adminiſtrators and aſſigns reſpectively for ever, and to, for, or upon no other uſe, truſt, intent or purpoſe whatſoever. AND THIS INDENTURE ALSO WITNESSETH, that in purſuance of and for affectuating that part of the agreement entered into upon the treaty for the ſaid intended marriage in reſpect to the ſaid moiety of the ſaid ſtocks and funds to which the ſaid *Intended Huſband* is entitled in expectancy aforeſaid, and for and in conſideration of the ſaid intended marriage, and of the ſettlement ſo made by the ſaid *Intended Husband*, of the eſtate which he is ſeiſed of and entitled to as aforeſaid; ſhe the ſaid *Intended Wife*, for herſelf, her heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, that ſhe, the ſame *Intended Wife*, when and ſo ſoon as ſhe ſhall be intitled in poſſeſſion to her moiety of the ſaid ſtocks and funds, under her late father's ſaid marriage ſettlement and will, by the death of her grand mother and her mother, ſhall and will, do, perform, conſent to, join in and execute; and the ſaid *Intended Husband* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, that he will join with the ſaid *Intended Wife*, in all ſuch deeds, acts, aſſignments, powers of attorney, and other aſſurances, as ſhall be thought requiſite and expedient for effectually veſting the ſame moiety of the ſaid ſtocks and funds in them the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns upon the truſts nevertheleſs, and for the intents and purpoſes by theſe preſents expreſſed and declared, of, and concerning the ſame. AND the ſaid *Intended Husband* and the ſaid *Intended Wife* do and each of them doth, by theſe preſents, make, conſtitute and appoint the ſaid *Truſtees*, and

monies ariſing from the eſtates diſpoſed of, if any, to the uſe of or in truſt for the gentleman abſolutely

Settlement of the lady's property.

who covenants, when ſhe ſhall come into poſſeſſion to join in and execute;

and the gentleman alſo covenants to join in veſting the ſame upon the truſts after-mentioned.

The uſual power of attorney.

the ſurvivors and ſurvivor of them, his executors and adminiſtrators, their true and lawful attorney and attornies for them, and in their or either of their names, to aſk, demand, ſue for, recover and receive all and every the ſaid moiety of the ſaid ſtocks and funds intended to be veſted in them as laſt aforeſaid, of and from the executors of her late father's will, and of and from the caſhiers of the Bank, and all ſuch perſon or perſons as is, or are, or ſhall, or may be by law obliged to pay and transfer the ſame, and upon receipt thereof, to give and execute receipts and other ſufficient diſcharges for the ſame and every part thereof; AND it is hereby agreed and declared, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall ſtand poſſeſſed of and intereſted in the ſaid moiety of the ſaid ſtocks and funds and every part thereof, ſo to be received by them as laſt aforeſaid upon the truſts, and for the intents and purpoſes hereinafter mentioned, expreſſed and declared, of and concerning the ſame, that is to ſay, in truſt, with all convenient ſpeed, after the ſaid moiety of her, the ſaid *Intended Wife*, in the ſaid ſtocks or funds ſhall be transferred to and veſted in them to ſell the ſame at the then current price of ſtock, and to inveſt the monies ariſing by and from ſuch ſale or ſales in the ſame or any other of the public ſtocks or funds, or on government or real ſecurities, in their own names, with the conſent of the ſaid *Intended Husband* and the ſaid *Intended Wife* during their lives and the life of the ſurvivor of them, ſuch conſent to be teſtified in writing, under their, his or her hands or hand, and afterwards at the diſcretion of the ſaid *Truſtees*; and from time to time with ſuch conſent as aforeſaid, or at their diſcretion as aforeſaid, as the event may be to alter and tranſpoſe ſuch ſecurities and funds, which new ſecurities and funds and the monies placed thereon, ſhall be and remain veſted in them the ſaid *Truſtees*, their executors and adminiſtrators, IN TRUST to pay the intereſts, dividends, and proceeds thereof, to the ſaid *Intended Husband*, and his aſſigns, for and during his life, and from and after the deceaſe of the ſaid *Intended Husband* IN TRUST, to pay or permit and ſuffer, or ſufficiently authorize and impower the ſaid *Intended Wife*, and her aſſigns, in caſe ſhe ſhall ſurvive the ſaid *Intended Husband* to receive and take the intereſts, dividends, and proceeds thereof, to her and their own uſe and uſes during her life; and from and after the deceaſe of the ſurvivor of them the ſaid *Intended*

The Truſts declared,

viz. to ſell the ſame, and inveſt the produce in the ſame, or other funds, or on government, or real ſecurities, with ſuch conſents as therein mentioned.

And pay the intereſt, &c. to the gentlemen for life.

afterwards to the lady, in caſe ſhe ſurvive, for her life.

Intended Wife, IN TRUST for all and every the child and children of the ſaid *Intended Husband*, by the ſaid, *Intended Wife*, born in his life time, or after his deceaſe, in ſuch ſhares and proportions, and in ſuch manner and form, and under and ſubject to ſuch powers, proviſoes, declarations, limitations, and agreements, ſuch limitations over being for the benefit of ſome or one of ſuch children, as the ſaid *Intended Husband* and *Intended Wife* (notwithſtanding her coverture) ſhall, at any time or times, during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation, to be by them ſealed and delivered in the preſence of, and atteſted by two or more credible witneſſes, direct or appoint; and in default of ſuch joint direction or appointment, then as the ſurvivor of them the ſaid *Intended Husband* and *Intended Wife*, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her ſealed and delivered in the preſence of two or more credible witneſſes, or by his or her laſt will and teſtament in writing, or any codicil or writing in the nature of his or her laſt will and teſtament, to be by him or her ſigned and publiſhed in the preſence of the like number of witneſſes, ſhall direct or appoint; and in default of ſuch laſt-mentioned direction or appointment, being made, then IN TRUST for all and every the child and children of the ſaid *Intended Wife* by the ſaid *Intended Husband* to be begotten equally to be divided among them, if more than one, ſhare and ſhare alike, and in caſe there ſhall be but one ſuch child, then IN TRUST for ſuch one or only child, to be paid and payable to, and become veſted in ſuch child or children, at ſuch reſpective time or times, and in ſuch manner, and with ſuch benefit of ſurvivorſhip, and with ſuch maintenance, until their reſpective ſhares ſhall become payable; and with a ſimilar power for the ſaid *Truſtees* to pay and apply any part of the ſhare or ſhares of ſuch laſt-mentioned child or children, being a ſon or ſons, for the putting or placing him or them to, or in any trade, buſineſs, profeſſion, or employment, or otherwiſe for his or their preferment or advancement in the world, notwithſtanding he or they ſhall not then have attained his or their age or ages of twenty-one years, as hereinbefore are contained and provided, in regard to the ſaid child or children, reſpecting the monies to ariſe by ſale of the ſaid real eſtates, hereby granted and releaſed

And after the deceaſe of the ſurvivor, then in truſt for the iſſue, as the gentleman and lady, or as the ſurvivor by deed or will ſhall appoint.

In default of appointment, then in truſt, for the iſſue as tenants in common, if more than one, and if but one, then for that one.

leaſed or intended ſo to be, in the event of the ſaid *Intended Husband* and the ſaid *Intended Wife*, or the ſurvivor of them, making no appointment thereof as aforeſaid. PROVIDED ALWAYS and it is hereby agreed and declared, by and between the ſaid parties to theſe preſents, that in caſe there ſhall be no child of the ſaid *Intended Wife* by the ſaid *Intended Husband*, or there being ſuch, if every ſon ſhall depart this life under the age of twenty-one years, and every daughter ſhall depart this life under the age of twenty-one years and unmarried; then they the ſaid *Truſtees* and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall ſtand poſſeſſed of and intereſted in ſuch part of the ſaid moiety of the ſaid *Intended Wife*, of, and in the ſaid laſt-mentioned ſtocks, funds, and ſecurities, and the monies placed thereon, as ſhall not have been diſpoſed of for the purpoſes aforeſaid, and the then accumulated intereſt thereof (if any) UPON THE TRUSTS, and to and for the intents and purpoſes hereinafter expreſſed and declared, of and concerning the ſame, (that is to ſay) IN TRUST for ſuch perſon or perſons, and for ſuch intents and purpoſes, and in ſuch manner and form as the ſaid *Intended Wife*, alone, and notwithſtanding her coverture (but ſubject nevertheleſs, and without prejudice to the life intereſt therein, of the ſaid *Intended Husband*, by virtue of theſe preſents) by any deed or deeds, inſtrument or inſtruments in writing, with or without power of revocation, to be ſealed and delivered by her, in the preſence of and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any codicil or writing in the nature of her laſt will and teſtament, to be ſigned and publiſhed by her in the preſence of the like number of witneſſes, ſhall, from time to time direct or appoint; and in default of ſuch direction or appointment, and ſubject thereto, THEN IN TRUST for the ſaid *Intended Wife*, her executors, adminiſtrators, and aſſigns, and to pay and transfer the ſame accordingly. AND the ſaid *Intended Husband*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant, promiſe, and agree to, and with the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, that he the ſaid *Intended Husband*, when and ſo ſoon as by virtue of theſe preſents or any tranſaction purſuant thereto, the ſaid *Intended Wife's* moiety of the ſaid ſtocks and funds, ſhall become veſted in the ſaid *Truſtees*, and

In caſe no child ſhall live till his or her fortune ſhall veſt then in truſt, as to the intirety.

In truſt for ſuch perſons as the lady, notwithſtanding her coverture, ſhall by deed or will appoint.

Remainder to her abſolutely.

The gentleman covenants that the truſtees may retain the annual ſum of 50l. for the ſeparate uſe of the lady.

and he the ſaid *Intended Husband*, ſhall be in receipt of a clear income of £. ——a year, ariſing from the ſaid moiety of the ſaid ſtocks and funds: THEN that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators during the joint lives of the ſaid *Intended Husband* and the ſaid *Intended Wife*, to retain the ſum of £. 50 annually out of the intereſts, dividends, and proceeds of the ſaid moiety of the ſaid ſtocks and funds, which ſaid annual ſum of £. 50 it is hereby agreed and declared that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, ſhall pay into the proper hands of the ſaid *Intended Wife*, during the joint lives of herſelf and the ſaid *Intended Husband*, to and for her own ſole and ſeparate uſe and benefit, wholly excluſive of the ſaid *Intended Husband*, and that the ſame ſhall not be ſubject or anyways liable to his debts, controul, or engagements: AND FURTHER, the ſaid *Intended Husband* for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant, promiſe, and agree to and with the ſaid *Truſtees*, their heirs, executors, adminiſtrators, and aſſigns, that in caſe the ſaid *Intended Wife* ſhall happen to become entitled to the ſaid lands, tenements, farms, farm houſes, hereditaments, and premiſes hereinbefore limited in uſe to her, by way of jointure, by ſurviving the ſaid *Intended Husband*; and that the rents, iſſues, and profits of the ſame lands, tenements, and hereditaments, ſhall not yield a clear annual ſum of £. —— that then and in that caſe, all and every the real and perſonal eſtates of which he the ſaid *Intended Husband*, ſhall die, ſeiſed, poſſeſſed of, or entitled to, ſhall be liable, and he doth hereby charge and make the ſame liable to anſwer any annual deficiency of the ſaid ſum of £. —— during the life-time of the ſaid *Intended Wife*; but this deficiency nevertheleſs, not to be made good, excepting in caſe of a failure of iſſue of the ſaid intended marriage: PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the ſaid parties to theſe preſents, that for and notwithſtanding any of the truſts hereinbefore declared, it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivors, when and ſo ſoon as the ſaid *Intended Wife's* moiety of the ſaid ſtocks and funds, or a competent part thereof, ſhall become veſted in them, to make ſale and

Alſo, that in caſe his eſtates do not yield a ſpecific annual ſum; his other eſtates not compriſed in ſettlement ſhall make good the deficiency to the lady in caſe ſhe ſurvive him, and there be no failure of iſſue.

Power for the truſtees to raiſe a ſum of money by ſale of the lady's property.

diſpoſe of ſuch part of the ſame ſtocks and funds at the then current price of ſtock, as will raiſe and produce ſuch ſum and ſums of money, not exceeding in the whole the ſum of £.—— as the ſaid *Intended Husband* and the ſaid *Intended Wife*, during their lives and the life of the ſurvivor, ſhall order and direct, by writing, under their, his, or her hands or hand; and it is hereby agreed and declared, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, their or his executors and adminiſtrators, ſhall ſtand poſſeſſed of and intereſted in the ſaid ſum and ſums of money ſo directed to be raiſed as aforeſaid upon the truſts, and for the intents and purpoſes hereinafter mentioned, expreſſed, and declared, of and concerning the ſame, that is to ſay: UPON TRUST (with the conſent and approbation, and alſo by the direction of the ſaid *Intended Husband* and the ſaid *Intended Wife*, during their lives and the life of the ſurvivor, ſuch conſent and approbation and direction to be teſtified in writing, under their, his, or her hands or hand) to inveſt the ſame in the purchaſe of a meſſuage or dwelling houſe and hereditaments, ſituated in the county of Kent, of the tenures of fee-ſimple, freehold for lives, or leaſehold for a term or terms of years, not leſs than ſixty years then to come and unexpired therein; which ſaid meſſuage or dwelling houſe and hereditaments when purchaſed, ſhall be conveyed unto and veſted in them the ſaid *Truſtees*, and their heirs, or their executors and adminiſtrators, according to the tenure thereof, and is hereby agreed and declared that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, their or his heirs, executors, or adminiſtrators, ſhall ſtand ſeiſed and poſſeſſed of the ſaid meſſuage or dwelling houſe, and hereditaments ſo to be purchaſed as aforeſaid, with their and every of their appurtenances upon the ſame truſts, and for the ſame intents and purpoſes as are hereinbefore mentioned, expreſſed, and declared, touching the ſaid moiety of the ſaid ſtocks and funds, out of which the ſaid ſum is to be raiſed as aforeſaid, or as near thereto as the different nature of the ſame properties, and the rules of law and equity will then admit of: but it is further hereby agreed and declared, that in caſe the ſaid ſum and ſums of money ſo directed to be raiſed as aforſaid, ſhall be raiſed and ſhall not be laid out and inveſted in ſuch purchaſe as aforeſaid; that they the ſaid *Truſtees*, and the ſurvivors of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall ſtand poſſeſſed of and intereſted in the ſame, upon the truſts, and

and ſtand poſſeſſed thereof.

Upon truſt, to purchaſe a dwelling-houſe, &c. and ſtand poſſeſſed thereof upon certain Truſts.

for

for the intents and purpoſes laſt hereinbefore alluded or referred to, that is to ſay; upon the truſts of the ſaid moiety of the ſaid ſtocks and funds, out of which the ſaid ſum and ſums of money are hereinbefore directed to be raiſed as aforeſaid, and upon no other truſt, and for no other intereſt or purpoſe whatſoever. (*Inſert the common Proviſions and Indemnifications.*) IN WITNESS, &c.

Settlement whereby the Intended Husband and his Father ſettle £.3000 Stock, and the Lady's Father gives a Bond for £.2000, payable by Inſtallments, to be laid out in Stock for the Benefit of the Intended Husband and Wife during their reſpective Lives, remainder for the Benefit of the Iſſue, as abſtracted in the Margin: And by way of further proviſion the Father of the Intended Husband agrees to take him into Partnerſhip with him.

THIS INDENTURE of four parts, made, &c. BETWEEN the *Intended Husband's Father*, of the firſt part; the *Intended Husband*, of the ſecond part; the *Lady's Father* and *the Lady*, (an infant under the age of twenty-one years, to wit, of the age of twenty years and upwards) of the third part; and *three Truſtees*, of the fourth part: WHEREAS a marriage is intended ſhortly to be had and ſolemnized between the ſaid *Intended Huſband* and the *Lady* with the conſent of her *Father*: AND WHEREAS upon the treaty for the ſaid intended marriage it was propoſed and agreed, that the capital ſum of £.3000, three per cent. conſolidated bank annuities, the property of them the *Father of the Intended Husband* and the *Intended Husband himſelf* or one of them, ſhould be transferred to the ſaid *Truſtees*, in truſt, for making ſome proviſion for the ſaid *Intended Husband* and *the Lady*, and the iſſue of the ſaid intended marriage, or ſome or one of ſuch iſſue as herein after-mentioned: AND WHEREAS the ſaid capital ſum of £.3000, three per cent. conſolidated bank annuities hath been accordingly transferred by them the ſaid, &c. or one of them, in the transfer books of the governor and company of the bank of England, unto the ſaid *Truſtees*, upon the truſts, and to and for the ends, intents, and purpoſes, and under and ſubject

Parties.

Recite the intended marriage.

That it was agreed the ſum of 3000l. 3 per cents. ſhould be transferred to truſtees,

and that a transfer had been made accordingly.

ject to the powers, proviſoes, limitations, declarations, and agreements hereinafter particularly mentioned and expreſſed, of and concerning the ſame, as they the ſaid *Truſtees* do hereby reſpectively acknowledge: AND WHEREAS for making a further proviſion for the ſaid *Intended Husband* and *Intended Wife*, and the iſſue of the ſaid intended marriage, or ſome one of ſuch iſſue, the *Lady's Father* hath, by his bond or obligation, bearing even date with theſe preſents, become bound unto the ſaid *Truſtees* in the penal ſum of £.4000, with a condition thereunder written, that if the ſaid intended marriage ſhall take effect; and if the ſaid *Father* ſhall in his life-time pay unto the ſaid *Truſtees*, their executors, adminiſtrators, or aſſigns, the ſum of £.2000 of lawful money of Great Britain, by four quarterly inſtallments of £.500 each, with intereſt for the ſame, after the rate of five per cent. per annum, the firſt of the ſaid inſtallments to be paid at the end of one year after the ſolemnization of the ſaid intended marriage, or if the ſaid *Father* ſhall die within the ſpace of four years from ſuch ſolemnization, then, and in every ſuch caſe, if the heirs, executors, or adminiſtrators of the ſaid *Father* ſhall within ſix calendar months next after his deceaſe, pay unto the ſaid *Truſtees*, their executors, adminiſtrators, or aſſigns, the ſaid principal ſum of £.2000, or ſo much thereof as ſhall not have been paid to them by the ſaid *Father* in his life-time, together with intereſt thereon, after the rate aforeſaid, up to the time of payment thereof, then the ſaid obligation ſhall be void. NOW THIS INDENTURE WITNESSETH, that in conſideration of the ſaid intended marriage, and of all and ſingular the premiſes is hereby declared and agreed by and between the ſaid parties to theſe preſents, that they the ſaid *Truſtees*, their executors, and adminiſtrators ſhall ſtand poſſeſſed of and intereſted in the ſaid ſum of £.3000, three per cent. conſolidated bank annuities, IN TRUST for the *Father* of the *Intended Husband* and the *Intended Husband* reſpectively, and their reſpective executors, adminiſtrators, and aſſigns, according to their reſpective intereſts therein, immediately before the ſaid transfer was made to them the ſaid *Truſtees* as aforeſaid, until the ſaid intended marriage ſhall be had and ſolemnized, And ſhall alſo from and after the ſolemnization thereof ſtand and be poſſeſſed of the ſaid ſum of £.2000 ſo ſecured to them by the ſaid recited bond of the ſaid *Lady's Father* as aforeſaid, UPON TRUST, that they

And that the lady's father had entered into a bond to the ſame truſtees, for payment of 2000l. by quarterly inſtallments.

It is therefore witneſſed and declared that the truſtees ſhall ſtand poſſeſſed of ſaid 3 per cents, in truſt, for the intended huſband and his father until the marriage,

and afterwards as to the 2000l. upon truſt, with the conſent of the intended huſband and wife, or

they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them his executors, adminiſtrators, and aſſigns, do and ſhall, with the conſent of the ſaid *Intended Husband* and his *Intended Wife*, or of the ſurvivor of them, his or her executors or adminiſtrators, teſtified by ſome writing under their, his, or her hand or hands, lay out and inveſt the ſame ſum of £.2000, and every part thereof, when, and as the ſame ſhall from time to time become payable, and be got in and received in the purchaſe of ſtock in ſome of the public ſtocks or funds, or upon real ſecurities at intereſt, in their or his name or names, and ſhall ſtand and be poſſeſſed of and intereſted in as well the ſame ſtocks, funds, and ſecurities from time to time ſo to be purchaſed, as of and in ſo much and ſuch part of the ſame ſum of £.2000, as ſhall from time time remain ſecured by the ſaid recited bond; and alſo of and in the ſaid capital ſum of £.3000, upon the ſeveral truſts hereinafter expreſſed and declared of and concerning the ſame (that is to ſay), UPON TRUST, to permit and ſuffer, or fully authorize and impower the ſaid *Intended Husband* and his aſſigns, during the term of his natural life, to have, receive, take, and enjoy the dividends, intereſt, and produce of the ſaid £.3000, three per cent. conſolidated bank annuities, and of the ſaid ſum of £.2000, or of the ſtocks, funds, and ſecurities to be purchaſed therewith, or wherein the ſame ſhall be laid out or inveſted as aforeſaid, yearly and every year, as the ſame ſhall ariſe from time to time, or become due and payable to and for his and their own uſe and benefit, And from and immediately after the deceaſe of him the ſaid *Intended Husband*, in caſe his *Intended Wife* ſhall ſurvive him: THEN UPON TRUST, to permit and ſuffer, or fully authorize and empower the *Lady* and her aſſigns, during the term of her natural life, to have, receive, take, and enjoy the ſaid dividends, intereſt, and produce of the ſaid £.3000, three per cent. conſolidated bank annuities, and of the ſaid ſum of £.2000, or of the ſtocks, funds, and ſecurities to be purchaſed therewith, or wherein the ſame ſhall be laid out and inveſted as aforeſaid, yearly and every year, as the ſame ſhall ariſe from time to time, or become due and payable to and for her and their own uſe and benefit. AND it is hereby declared and agreed by and between the ſaid parties hereto, and particularly the *Lady*, doth, as far as ſhe can or lawfully may, conſent and agree, that the proviſion hereby made for her life,

the ſurvivor of them,

to lay out the ſame in the purchaſe of ſtock and ſtand poſſeſſed as well thereof, as of ſo much of the 2000l. as ſhall remain ſecured upon the bond; and alſo of the ſaid 3 per cents.

Upon truſt, to permit the intended huſband to receive the intereſt and dividends thereof during his natural life.

Remainder in caſe his intended wife ſhall ſurvive him, upon truſt, to permit her to receive the ſame during her life.

By way of jointure, and in lieu of dower.

life, in caſe of her ſurviving her *Intended Huſband* as aforeſaid, ſhall be in full for her jointure, and in lieu, bar, and ſatisfaction of and for all the dower and thirds, and free-bench at the comman law, or by cuſtom, which ſhe the ſaid *Lady* can or may claim of, into, or out of all and every or any of the freehold and copyhold or cuſtomary meſſuages, lands, tenements, or hereditaments, whereof the ſaid *Intended Husband* now is, or any time hereafter, during the ſaid intended coverture between them ſhall be ſeiſed for any eſtate of freehold or copyhold of inheritance, And from and immediately after the deceaſe of the ſurvivor of them the ſaid *Intended Husband* and *Lady*, UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall aſſign, transfer, pay, and make over the ſaid ſum of £.3000, three per cent. conſolidated bank annuities, and alſo the ſaid ſum of £.2000, or the ſtocks, funds, and ſecurities, ſo to be purchaſed therewith, or wherein the ſame ſhall be laid out or inveſted as aforeſaid, unto or between and among all and every or ſuch one child or children of the body of the ſaid *Intended Huſband*, on the body of the *Lady*, to be begotten at ſuch age or ages, day or days, and times, in ſuch parts, ſhares and proportions, manner, and form, and with ſuch maintenance, in the mean time, until the aſſignment, transfer, or payment thereof, and ſubject to ſuch proviſoes, and limitations over (ſuch proviſoes and limitations over to be for the benefit of ſuch children, ſome, or one of them) as they the ſaid *Intended Huſband* and *Lady* at any time or times during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation, to be by them both ſealed and delivered in the preſence of, and atteſted by two or more credible witneſſes, ſhall direct or appoint; And in default of and ſubject to ſuch direction and appointment, THEN do and ſhall aſſign, transfer, pay, and make over the ſame truſt, ſecurities monies and premiſes, reſpectively, or ſo much thereof whereof there ſhall have been no ſuch direction or appointment as aforeſaid, unto all and every the child and children of the body of the ſaid *Intended Husband*, on the body of the *Lady*, to be begotten, equally to be divided between or among them (if more than one) ſhare and ſhare alike; and, if there ſhall happen to be but one ſuch child, then the whole to ſuch one child; THE ſhare or ſhares of

Remainder after the deceaſe of the ſurvivor.

Upon truſt, to transfer, as well the ſaid 3 per cents. as the 2000l. or the ſtocks, funds, or ſecurities to be purchaſed with the latter.

Between the children of the marriage, as the intended huſband and wife during their joint lives, by deed ſhall direct or appoint.

And in default of and ſubject to ſuch direction or appointment, unto all the children equally, if more than one; and if but one, then the whole to that one.

of ſuch of them as ſhall be a ſon or ſons to be aſſigned and transferred or paid to him or them at his or their age or reſpective ages of twenty-one years; and the ſhare or ſhares of ſuch of them as ſhall be a daughter or daughters to be aſſigned and transferred, or paid to her or them at her or their age or reſpective ages of twenty-one years, or day or reſpective days of marriage which ſhall firſt happen, PROVIDED ſuch marriage or reſpective marriages be had with the conſent and approbation of the ſaid *Intended Husband* and the *Lady*, or the ſurvivor of them, or the guardian and guardians, for the time being, of the ſame daughter or daughters reſpectively; BUT no ſuch aſſignment, transfer, or payment is to be made until after the death of the ſurvivor of them the ſaid *Intended Husband* and *Lady*. PROVIDED ALSO, and it is hereby declared and agreed by and between the parties hereto, that in default of ſuch direction or appointment as aforeſaid, and in caſe any ſuch child or children, being a ſon or ſons, ſhall attain his or their age or reſpective ages of twenty-one years, or being a daughter or daughters, ſhall attain her or their age or reſpective ages of twenty-one years, or be married, with ſuch conſent as aforeſaid, before ſuch age or reſpective ages, in the life-time of the ſaid *Intended Husband* and *Lady*, or the ſurvivor of them, then and from henceforth, all and every the right and intereſt, or rights and intereſts of the ſame ſon or ſons, ſo attaining the ſaid age of twenty-one years, and of ſuch daughter or daughters ſo attaining the like age, or marrying, with ſuch conſent as aforeſaid, before ſuch age, of, in, and to the ſaid truſt ſecurities, monies, and premiſes, or ſuch part thereof whereof no ſuch direction or appointment ſhall have been made as aforeſaid, ſhall reſpectively be, and be conſidered as a veſted intereſt or veſted intereſts in the ſame child or children, and ſhall be tranſmiſſible as ſuch to his, her, or their executors or adminiſtrators, notwithſtanding the ſubſequent death of ſuch child or children in the life-time of their ſaid parents, or of the ſurvivor of them. PROVIDED ALSO, that if any ſuch child, being a daughter, ſhall die under the age of twenty-one years, not having been married, with ſuch conſent as aforeſaid; or if any ſuch child, being a ſon, ſhall die under the age of twenty-one years, then, and in ſuch caſe, and in default of, and ſubject to any ſuch direction or appointment as aforeſaid, the portion thereby provided for each child ſo dying as aforeſaid, (other

Provided they marry with the conſent of their father and mother or guardians reſpectively.

Proviſions for veſting the portions.

Clauſes of ſurvivorſhip or accruer.

(other than what ſhall or may have been actually advanced and paid for the advancement of a ſon or ſons, as hereinafter is mentioned) ſhall from time to time go and accrue to the ſurvivors or ſurvivor, and others or other of the ſame children, and the reſpective executors, adminiſtrators, and aſſigns of ſuch of them as ſhall be dead, (having firſt acquired a veſted intereſt in their reſpective original portions) and be equally divided between ſuch ſurvivors and others of them, and the ſaid repreſentatives of thoſe who ſhall be dead, (if more than one) ſhare and ſhare alike, and the ſame ſhall be aſſignable and transferable at ſuch reſpective days and times, and as is hereby provided and declared touching his, her, or their original portion or portions, and ſuch benefit of ſurvivorſhip or accruer ſhall extend as well to the ſurviving or accruing as to the original ſhares; but no daughter marrying under the age of twenty-one years, without ſuch conſent as aforeſaid, is to derive any benefit from the aforeſaid clauſe or clauſes of ſurvivorſhip or accruer, unleſs ſhe ſhall live to attain the age of twenty-one years. AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, and the ſurvivors or ſurvivor of them, his executors, or adminiſtrators, do and ſhall, in default of, and ſubject to ſuch direction or appointment as aforeſaid, in the mean time, after the reſpective deaths of the ſaid *Intended Husband* and *Lady*, and until the ſaid ſtocks, funds, monies, and ſecurities ſhall reſpectively become aſſignable, transferable, and payable by virtue of the truſts aforeſaid, receive the clear yearly dividends, intereſt, and income thereof reſpectively, when, and as the ſame reſpectively ſhall become due and payable, and pay the ſame, or ſo much thereof as they the ſaid *Truſtees* ſhall deem proper and expedient, into the hands of the guardian or guardians, for the time being, of ſuch child or children whoſe portion or ſhare, or reſpective portions or ſhares of the ſaid truſt premiſes ſhall not then have become aſſignable and transferable as aforeſaid, in order that ſuch dividends, intereſt, and income may be by ſuch guardian or guardians reſpectively applied for and towards the reſpective maintenance and education of the ſame child or children, (if more than one) according and in proportion to their ſeveral apparent or preſumptive rights and ſhares in the principal of the ſame truſt premiſes. AND that they the ſame *Truſtees* reſpectively ſhall and may lay out and inveſt the ſurplus or ſavings of the annual

Proviſions for maintenance and education of the children.

Power for the truſtees to lay out

annual income of ſuch child's portion, which ſhall not be ſo paid or applied for his or her maintenance and education as aforeſaid, in government or upon real ſecurities, in the name of the ſame *Truſtees* reſpectively, and at their reſpective diſcretion, in order that the ſame may accumulate, and do and ſhall ſtand poſſeſſed of all ſuch accumulations, UPON TRUST, for ſuch child or reſpective children from whoſe portion or reſpective portions the ſame ſhall have ariſen, and accordingly transfer the ſame to him, her or them, or his, her, or their executors or adminiſtrators (ſubject nevertheleſs to ſuch benefit of accruer or ſurvivorſhip as aforeſaid) at ſuch time or times as the principal of his, her, or their portion or portions is hereby made aſſignable or transferable, or payable as aforeſaid. PROVIDED ALWAYS nevertheleſs, and it is hereby declared and agreed, that notwithſtanding the truſts hereinbefore expreſſed, it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators of their or his diſcretion, at any time or times after the reſpective deaths of the ſaid *Intended Huſband* and *Lady*, and in default of ſuch direction or appointment as aforeſaid, to ſell and diſpoſe of, or call in and receive any part of the ſaid ſtocks, funds, ſecurities, and monies hereby intended for the portion or portions of any ſuch ſon or ſons as aforeſaid, not exceeding the money of the portion of each ſuch ſon, and to pay and apply the produce thereof for the placing ſuch ſon or ſons in any profeſſion, buſineſs, or employment, or for his or their inſtruction therein, or otherwiſe for his or their advancement or benefit in the world, notwithſtanding his or their portion or portions ſhall not then have become veſted, due, and payable. PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties hereto, that in caſe there ſhall not be any child or children of the body of the ſaid *Intended Huſband* on the body of the ſaid *Intended Wife* to be begotten, or being ſuch, if all of them ſhall die before, any of them being a ſon or ſons, ſhall attain the age of twenty-one years, or being a daughter or daughters, ſhall attain the like age or be married under that age, with ſuch conſent as aforeſaid, then that the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and immediately after the deceaſe of either of them the ſaid *Intended Huſband* and *Lady*, which ever of them ſhall firſt

and inveſt the ſurplus or ſavings in government, or upon real ſecurities, in order to accumulate,

in truſt, for ſuch children from whoſe portion the ſame may have reſpectively ariſen.

Power for the truſtees, in certain events to ſell or call in any part of the truſt eſtates intended for portions, for the purpoſe of advancing the children in the world.

In default of children attaining ſuch ages or marrying as aforeſaid,

then the ſaid truſtees immediately after the deceaſe of either the huſband or wife, and ſuch failure of iſſue as

aforeſaid, are directed to make over the truſt eſtates to the ſurvivor.

firſt happen die; and ſuch failure of children as aforeſaid, aſſign, transfer, and make over all the ſaid ſtocks, funds, monies, and ſecurities, or ſuch part or parts thereof as ſhall not have been diſpoſed of in virtue of any ſuch direction, or appointment, or advancement as aforeſaid, together with the then accumulations thereof, unto the ſurvivor of them the ſaid *Intended Huſband* and *Lady*, and his or her executors, adminiſtrators, and aſſigns, to and for his or her and their uſe and benefit. AND ALSO, that it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivors and ſurvivor of them, his executors, adminiſtrators, and aſſigns, in the mean time, from and after the ſolemnization of the ſaid intended marriage, and until the truſts hereinbefore declared of and concerning the ſaid truſt premiſes ſhall be fully executed and performed, with the conſent of the ſaid *Intended Huſband* and *Lady*, or of the ſurvivor of them, his or her executors or adminiſtrators, (ſuch conſent to be teſtified reſpectively by ſome writing or writings under their, his, or her hands and ſeals or hand and ſeal) to ſell and diſpoſe of the ſaid £.3000, and the ſtocks, funds, or ſecurities ſo to be purchaſed with the ſaid ſum of £.2000, or whereon the ſame ſhall be laid out and inveſted as aforeſaid, or any part or parts thereof reſpectively, and from time to time (with ſuch conſent teſtified as aforeſaid) to lend and place out the monies ariſing by ſuch ſale or ſales upon any public or real ſecurities or ſecurity, at intereſt, or to lay out and inveſt the ſame or any part thereof in the purchaſe of any other ſtock or ſecurities in any of the public ſtocks or funds, or to depoſit the ſame for ſafe cuſtody in the bank of England or elſewhere, ſubject to the truſts aforeſaid, and ſo from time to time to call in and receive ſuch monies ſo to be lent or placed out on ſecurities, or to ſell and diſpoſe of ſuch ſtocks or funds ſo to be purchaſed as aforeſaid, or any part thereof, and again to place out and inveſt the ſame monies or any part thereof in manner aforeſaid, as often as they ſhall think fit, (with ſuch conſent teſtified as aforeſaid) ſubject always nevertheleſs to the truſt hereinbefore mentioned, and upon no other truſt whatſoever. AND it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſaid *Truſtees* or either of them ſhall be deſirous to quit and be diſcharged of and from the truſts hereby in them reſpectively repoſed as aforeſaid, at any time or times before the ſaid truſts ſhall have

Power for the truſtees to diſpoſe of the ſtocks, &c. and place the money on any public, or real ſecurities at intereſt,

or lay out and inveſt the ſame in the purchaſe of any other ſtocks or ſecurities, or depoſit the ſame in the bank of England.

The uſual powers and proviſions reſpecting the new appointment and exchange of truſtees.

have been fully executed and performed, then, and in either of the ſaid caſes, when, and ſo often as the ſame ſhall happen, it ſhall and may be lawful to and for the ſaid *Intended Husband* and the *Lady*, or the ſurvivor of them, or the executors and adminiſtrators of ſuch ſurvivor, by any writing or writings under his, her, or their hands and ſeals or hand and ſeal, atteſted by two or more credible witneſſes, to nominate, ſubſtitute, or appoint any other perſon or perſons to be a *Truſtee* or *Truſtees*, for the purpoſes aforeſaid, in the place and ſtead of them the ſaid *Truſtees*, or ſuch one or more of them as ſhall ſo die or be deſirous to quit and be diſcharged of and from the truſts aforeſaid, and ſo from time to time, as often as there ſhall be occaſion to nominate, ſubſtitute, or appoint any other perſon or perſons to be a *Truſtee* or *Truſtees*, in manner, and for the purpoſes aforeſaid, in the place and ſtead of the preſent or any ſucceeding or other *Truſtees* or *Truſtee* who ſhall ſo die or be deſirous to quit and be diſcharged of and from the aforeſaid truſt; and that when and ſo often as any ſuch *Truſtees* or *Truſtee* ſhall be ſo nominated or appointed as aforeſaid, all and ſingular the ſtocks, funds, ſecurities, and monies, and other the truſt premiſes which ſhall be then veſted in the *Truſtees* or *Truſtee* for the time being, of the ſaid truſt premiſes in virtue of the truſts hereinbefore declared, or any of them, ſhall thereupon, with all convenient ſpeed, be conveyed, aſſured, and transferred, ſo, and in ſuch ſort, manner, and form as the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former *Truſtee* or *Truſtees* and ſuch new *Truſtee* or *Truſtees*, or in ſuch now *Truſtees* alone, upon the truſts aforeſaid; and that every ſuch new *Truſtee* or *Truſtees* ſhall and may in all things act in the management, carrying on, and execution of the truſts aforeſaid, every or any of them, either alone, or in conjunction with the other or others of the *Truſtees* who ſhall ſurvive or continue, as fully and effectually, in all reſpects, and to all intents and purpoſes as if he and they had been originally in, and by theſe preſents nominated or appointed a *Truſtee* or *Truſtees* for the purpoſes aforeſaid, and not in any other manner whatſoever. AND FURTHER, that the ſaid preſent *Truſtees*, or any new *Truſtee* or *Truſtees* hereafter from time to time to be nominated or appointed as aforeſaid, or any of them, their, or any of their executors or adminiſtrators ſhall not be charged or chargeable with, or account-

Uſual clauſes and proviſions of indemnity.

accountable for any more of the ſaid truſt, monies, or premiſes than they or he ſhall reſpectively actually receive by virtue of the truſts aforeſaid, nor with, nor for any loſs which ſhall happen to the ſame monies and premiſes, or any part thereof, ſo as the ſame reſpectively happen without their or his wilful neglects or defaults, nor one of them for the others of them, but each and every of them only for his own acts, deeds, receipts, neglects, diſburſements, and defaults. AND ALSO, that it ſhall and may be lawful to and for the ſaid preſent *Truſtees*, and ſuch new *Truſtee* or *Truſtees*, ſo hereinafter to be nominated or appointed as aforeſaid, and every of them, their and every of their executors and adminiſtrators, in the firſt place, by and out of the ſaid truſt monies and premiſes to deduct for and reimburſe themſelves and himſelf reſpectively all ſuch coſts, charges, and expences, as they, he, or any of them ſhall ſuſtain, expend, or be put to, for or by reaſon or means, or on account of all or any of the truſts aforeſaid, or in the management or execution thereof, or any tranſaction, matter, or thing, in anywiſe howſoever relating thereto. AND LASTLY, the aforeſaid *Intended Husband's Father*, for making a further proviſion for his *Son*, and in conſideration of the ſaid intended marriage, doth hereby for himſelf, his heirs, executors, adminiſtrators, and aſſigns, covenant and agree with the ſaid *Son*, his executors, adminiſtrators, and aſſigns, that he the ſaid *Father* ſhall and will, on or before the feaſt of Saint Michael, the Archangel, next enſuing, admit and take the ſaid *Son* as a partner with him in his trade or buſineſs of a watch and clock-maker, and allow and make over to his ſaid *Son* one fourth part of the ſhare of him the ſaid *Father*, of and in the ſame trade or buſineſs, and the profits thereof; and that the ſaid partnerſhip ſo formed, ſhall continue to the full end and term of ſeven years at leaſt, under and ſubject to the like terms, conditions, and ſtipulations as the ſaid *Father* now holds and enjoys his ſaid ſhare in the ſaid trade or buſineſs, and carries on the ſame with his brother and preſent partner. IN WITNESS, &c.

The father covenants to take his ſon into partnerſhip with him.

Enter-

Settlement whereby certain Freehold and Copyhold Eſtates, of which the Intended Huſband is ſeiſed in Tail, and certain Copyhold Eſtates of which he is ſeiſed in Fee Simple are reſpectively limited and covenanted to be conveyed in ſtrict Settlement, with other Special Matter abſtracted in the Margin.

THIS INDENTURE made, &c. BETWEEN the *Intended Huſband* of the firſt part; the *Intended Wife* of the ſecond part; *Two Truſtees* of the third part; *John Tenant* of the fourth part; *Iſaac Demandant* of the fifth part; and *John Termor* and *Richard Termor* of the ſixth part; WHEREAS a marriage is intended to be ſhortly had and ſolemnized between the ſaid *Intended Huſband* and the ſaid *Intended Wife*: AND WHEREAS upon the treaty for the ſaid intended marriage it hath been agreed, that the ſaid *Intended Huſband* ſhall forthwith make ſuch ſettlement and diſpoſition of the freehold and copyhold, or cuſtomary eſtates and hereditaments hereinafter deſcribed and intended to be hereby granted and releaſed and covenanted to be ſurrendered reſpectively, as herein after particularly mentioned and contained. NOW THIS INDENTURE WITNESSETH, that in purſuance of the ſaid agreement, and in proſpect and contemplation of the ſaid intended marriage, and for making ſuch proviſion for the ſaid *Intended Wife*, in caſe the ſaid intended marriage ſhall take effect, and alſo ſuch proviſion for the iſſue, if any, of the ſaid intended marriage, as hereinafter is expreſſed, as alſo for docking, barring and extinguiſhing, all eſtates, tail and remainders, expectant on the ſaid freehold eſtates and hereditaments, and for limiting and ſettling the ſame to the uſes upon the truſts, and for the ſeveral ends, intents and purpoſes, hereinafter expreſſed, declared and contained, of and concerning the ſame freehold eſtates and hereditaments, and for and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain, by the ſaid *John Tenant* in hand well and truly paid to the ſaid *Intended Husband*, upon or before the ſealing and delivery of theſe preſents, the receipt of which is hereby acknowledged; he the ſaid *Intended Huſband*, HATH granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents, DOTH grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *John Tenant*, in his actual poſſeſſion now being by virtue of a bargain

Parties.

Recitals of the intended marriage

And that upon the treaty for the ſame, the intended huſband had agreed to make the following ſettlement.

The object and conſideration of the ſettlement.

The intended huſband grants and releaſes

and ſale to him thereof made, by the ſaid *Intended Huſband*, for five ſhillings conſideration, by indenture bearing date the day next before the day of date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force and virtue of the ſtatute made for transferring uſes into poſſeſſion, and to their heirs, *(here deſcribe the freehold eſtates)*; TOGETHER with all houſes, outhouſes, barns, ſtables, yards, gardens, orchards, court yards, cloſes, lands, meadows, paſtures, feedings, timber, and other trees, woods, underwoods, and the ground and ſoil thereof, ways, waters, watercourſes, paths, paſſages, lights, eaſements, emoluments, commons, common of paſture, and other rights of commonage, profits, privileges, commodities, advantages, hereditaments, rights, members and appurtenances to the ſame belonging, or therewith, now, or at any time heretofore held, uſed, occupied, poſſeſſed, or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, or of any part thereof; and the reverſion and reverſions, remainder and remainders yearly, and other rents, iſſues and profits, of all and ſingular the ſaid premiſes hereby granted and releaſed, or expreſſed or intended ſo to be; And all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, claim and demand whatſoever, either at law or in equity, of him the ſaid *Intended Husband*, of, in, to, or out of the ſaid premiſes, and every of them, and every part and parcel thereof; TO HAVE AND TO HOLD the ſaid capital meſſuage, meſſuages, cottages, cloſes, lands, pieces or parcels of land, tenements, hereditaments, and all and ſingular other the premiſes hereby granted and releaſed, or expreſſed and intended ſo to be, with their and every of their appurtenances unto the ſaid *John Tenant*, his heirs and aſſigns, TO THE USE AND BEHOOF of him the ſaid *John Tenant*, his heirs and aſſigns for ever. AND it is hereby declared and agreed by and between the ſaid *Intended Husband*, and *John Tenant*, that the ſaid hereditaments and premiſes hereby granted and releaſed unto and to the uſe of the ſaid *John Tenant*, were ſo granted and releaſed to him, his heirs and aſſigns, to the intent and purpoſe, that by virtue of theſe preſents, he the ſaid *John Tenant*, may be and become perfect tenant of the immediate freehold and inheritance of the ſame capital meſſuage, meſſuages, cottages, cloſes,

The parcels being the freehold eſtates.

And the reverſions, &c.

And all the eſtate, &c.

To hold.

To the uſe of the ſaid John Tenant in fee.

To the intent that he may become tenant of the immediate freehold and inheritance of the premiſes, for the purpoſe of ſuffering a common recovery thereof.

cloſes, lands, pieces or parcels of land, tenements, hereditaments and premiſes, hereby granted and releaſed, in order that one or more good and perfect common recovery or common recoveries, with double voucher, may be thereof had and ſuffered, in ſuch manner as is hereinafter mentioned, and for that end, it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Iſaac Demandant*, or ſome other proper perſon, as *Demandant*, before the end of Eaſter Term, now next enſuing, or ſome other ſubſequent term, to ſue forth and and proſecute out of his Majeſty's High Court of Chancery, one or more writ or writs of entry, *ſur diſſeiſin en le poſt* returnable, and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at Weſtminſter, thereby demanding againſt the ſaid *John Tenant*, the ſaid capital meſſuage, meſſuages, cottages, cloſes, lands, pieces or parcels of land, hereditaments and premiſes, hereby granted and releaſed, or expreſſed and intended ſo to be as aforeſaid, with the appurtenances, by the name of, &c. or by ſuch other apt and convenient names, quantities, qualities and other deſcriptions as ſhall be ſufficient to aſcertain and compriſe the ſame; to which ſaid writ or writs of entry, the ſaid *John Tenant* ſhall appear gratis, either in his own proper perſon, or by his attorney thereto lawfully authorized, and ſhall vouch to warranty the ſaid *Intended Husband*, who ſhall alſo appear gratis, in his own proper perſon, or by his attorney or attornies thereto lawfully authorized, and enter into the ſaid warranty, and vouch over to warrant the ſame premiſes, the common vouchee of the ſame Court of Common Pleas at Weſtminſter, who ſhall alſo appear, and after imparlance make default, ſo as judgment may be thereupon had and given for the ſaid *Iſaac Demandant*, or ſuch other demandant as aforeſaid, to recover the ſaid laſt mentioned capital meſſuage, meſſuages, cottages, cloſes, lands, pieces or parcels of land, tenements, hereditaments and premiſes, againſt the ſaid *John Tenant*, and for him the ſaid *John Tenant* to recover in value againſt the ſaid *Intended Husband*, and for him the ſaid *Intended Husband* to recover in value againſt the ſaid common vouchee, and that execution ſhall and may be thereupon awarded and had accordingly, and all and every other act, thing, and proceeding, ſhall be had, done and executed, needful and neceſſary for the purpoſe

The manner of ſuffering the recovery.

of ſuffering, executing and perfecting ſuch common recovery or common recoveries with vouchers, as aforeſaid, according to the courſe of ſuffering common recoveries, with double vouchers as aforeſaid, for aſſurances of land in ſuch caſes there uſed. And it is hereby further declared and agreed by and between the ſaid parties hereto, and the true intent and meaning of them and every of them, and of theſe preſents is, that from and immediately after ſuffering, executing and perfecting of the ſaid common recovery or common recoveries reſpectively, ſo as aforeſaid, or in any other manner, or at any other time or times levied, had, ſuffered, or executed, or to be levied, had, ſuffered, or executed in purſuance of the agreements aforeſaid, as well theſe preſents and the aſſurance hereby made, as alſo the common recovery or common recoveries reſpectively intended to be levied, ſuffered, executed and perfected as aforeſaid; and alſo all and every other common recovery or common recoveries, fines, conveyances or aſſurances in the law whatſoever, heretofore had, made, levied, ſuffered and executed, of the ſaid capital meſſuage, meſſuages, cottages, cloſes, lands, pieces or parcels of land, hereditaments and premiſes hereinbefore granted and releaſed, or expreſſed or intended ſo to be, or of any of them, or of any part thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them have been, are, is or ſhall be parties or party, privies or privy, or whereunto the ſaid *Innteded Husband* ſhall be vouched, ſhall be and enure, and ſhall be adjudged, deemed, conſtructed and taken, and ſo are and were meant and intended, and are hereby declared and agreed by and between all the ſaid parties to theſe preſents, to be, remain and enure, as to all and ſingular the ſaid hereditaments and premiſes, and the recoveror or recoverors in the ſaid recovery or recoveries named, or to be named, and his, her, or their heirs ſhall ſtand and be ſeiſed of all and ſingular the ſaid capital meſſuage, meſſuages, cottages, cloſes, lands, pieces or parcels of land, tenements, hereditaments and premiſes, hereby granted and releaſed, or mentioned or intended ſo to be, and of every of them, and of every part thereof, with their appurtenances reſpectively, to the ſeveral uſes upon the ſeveral truſts, and to and for the ſeveral ends, intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, limitations, declarations and agreements hereinafter limited, expreſſed and declared of and concerning the ſame,

And declaration of the uſes thereof.

(that

(that is to ſay) TO THE USE AND BEHOOF of the ſaid *Intended Husband* and his heirs, until the ſaid intended marriage ſhall be had and ſolemnized, and from and immediately after the ſolemnization thereof, TO THE USE of the ſaid *Intended Husband* and his aſſigns, for and during the term of his natural life, without impeachment of waſte, voulntary waſte in the pulling down of houſes, unleſs for rebuilding or repairing the ſame, only excepted; and from and after the determination of that eſtate by forfeiture or otherwiſe, in the life time of the ſaid *Intended Husband*, TO THE USE of the ſaid *Truſtees* and their heirs, during the life of the ſaid *Intended Husband*, UPON TRUST, to preſerve the contingent uſes hereinafter limited, from being barred and deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Intended Husband* and his aſſigns, to receive and take the rents, iſſues and profits thereof to his his and their own uſe during his life; and from and after the deceaſe of the ſaid *Intended Husband*, then TO THE USE AND BEHOOF of the ſaid *Intended Wife* and her aſſigns, for and during the term of her natural life, without impeachment of waſte, voluntary waſte in the pulling down of houſes, unleſs for rebuilding or repairing the ſame only excepted; and from and after the determination of that eſtate by forfeiture or otherwiſe, during the life of the ſaid *Intended Wife*, TO THE USE of the ſaid *Truſtees* and their heirs, during the life of the ſaid *Intended Wife*, UPON TRUST, to preſerve the contingent uſes herein after limited, from being barred and deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Intended Wife* and her aſſigns to receive the rents, iſſues, and profits of all the ſaid hereditaments and premiſes, to her and their own uſe, during her life, and from and after the determination of that eſtate, then TO THE USE and behoof of the ſaid *John Termor* and *Richard Termor*, their executors, adminiſtrators and aſſigns, for the term of two hundred years from thence next enſuing, and fully to be compleat and ended without impeachment of waſte UPON THE TRUST, and to and for the intents and purpoſes hereinafter mentioned. And from and after the end or ſooner determination of the ſaid term of two hundred years, and ſubject thereto, TO THE USE AND BEHOOF of all

viz. To the intended huſband until the marriage.

Afterwards to him for life.

See 11 Rep. 82.

Remainder to truſtees during his life to ſupport contingent remainders.

To the lady for life.

Remainder to the ſame truſtees for the like purpoſes during her life.

Remainder to other truſtees for 200 years.

Remainder after the determination of the ſaid term to ſuch children of the marriage, and in ſuch ſhares, manner and form as their father and mother during their joint lives by deed,

and every, or any and ſuch one or more of the children of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* to be begotten, to and for ſuch eſtate and eſtates, intereſt and intereſts, and in ſuch parts, ſhares and proportions, manner and form, and ſubject to ſuch charges and payments to any one or more of ſuch children, and with and under ſuch reſtrictions, limitations and powers, with or without power of revocation, as they the ſaid *Intended Husband* and the ſaid *Intended Wife*, at any time or times during their joint lives, in and by any deed or deeds, writing or writings, to be by them and each of them ſealed and delivered, in the preſence of two or more credible witneſſes atteſting the ſame, or as the ſurvivor of them in and by any deed or deeds, writing or writings, to be by him or her ſealed and delivered in the preſence of, and atteſted by the like number of witneſſes, or in and by his or her laſt will and teſtament in writing, or any codicil or codicils thereto to be by him or her ſigned, ſealed and publiſhed in the preſence of three or more credible witneſſes atteſting the ſame, ſhall from time to time direct, limit, give or appoint, and until ſuch direction, limitation, gift, or appointment, or in caſe any ſuch ſhall be made, then ſubject thereto and when, and as the eſtate or eſtates, intereſt or intereſts thereby directed, limited, given or appointed, ſhall reſpectively end and determine, and in the mean time ſubject thereto, and as to ſuch part or parts of the ſame premiſes, and all ſuch eſtate and intereſt therein whereof no ſuch direction, limitation, gift, or appointment as aforeſaid, ſhall be effectually made as aforeſaid, TO THE USE AND BEHOOF of all and every the child and children of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife*, to be begotten, to be equally divided between or amongſt them, if more than one, ſhare and ſhare alike, as tenants in common, and not as joint tenants, and of the ſeveral and reſpective heirs of the reſpective bodes of all and every ſuch child and children reſpectively iſſuing; and if there ſhall be but one ſuch child, then to the uſe of ſuch only child and the heirs of his or her body, AND in caſe there ſhall be more than one ſuch child, and there ſhall be a failure of lawful iſſue of the body or bodies of any ſuch child or children, then as to the original part and ſhare, and parts and ſhares of ſuch child and children whoſe iſſue ſhall ſo fail, as well as to ſuch other part and ſhare, parts and ſhares, as by virtue of

Or as the ſurvivor of them by deed or will ſhall direct, &c. In default, &c. Remainder.

To all the children equally if more than one, and if but one, then to ſuch only child

with croſs remainders.

this preſent clauſe ſhall have become veſted in, or accrued unto the ſame child or children, or his, her, or their iſſue, upon failure of iſſue of any other of the ſaid children, TO THE USE of the remaining and other or others of the ſaid child and children, and the heirs of the body and reſpective bodies of ſuch remaining and other child and children, equally to be divided between ſuch remaining and other children, if more than one, ſhare and ſhare alike, as tenants in common, and not as joint tenants; and if there ſhall be but one ſuch remaining or other child, then TO THE USE of that child and the heirs of his or her body, and in default of all ſuch iſſue, then TO THE USE of ſuch perſon or perſons, for ſuch eſtate or eſtates, intereſt or intereſts, and to and for ſuch ends, intents and purpoſes, and upon ſuch truſts, and charged and chargeable in ſuch manner, and ſubject to ſuch powers of revocation and new appointment and other powers, proviſoes, declarations and agreements, as ſhe the ſaid *Intended Wife* from time to time, and at any time or times, during and notwithſtanding her preſent or any future coverture, and whether ſhe ſhall be ſole or married, ſhall in and by any deed or deeds, writing or writings, with or without power of revocation, to be by her ſealed and delivered in the preſence of and atteſted by two or more credible witneſſes, or in and by her laſt will and teſtament in writing, or any writing in the nature of or purporting to be her laſt will and teſtament, or any codicil or codicils thereto in writing, to be by her ſigned, ſealed and publiſhed in the preſence of, and atteſted by three or more credible witneſſes from time to time, limit, direct, or appoint, give or deviſe the ſame, and for want, or in default of, and until ſuch limitation, declaration, direction, or appointment, gift or deviſe, and as to ſo much and ſuch part of the ſaid capital meſſuage, meſſuages, cloſes, lands, pieces or parcels of land, tenements, hereditaments and premiſes ſo granted and releaſed as aforeſaid, or any eſtate or intereſt therein, whereof no ſuch limitation, declaration, direction or appointment, gift or deviſe ſhall be effectually made, or in caſe any ſuch ſhall be made then ſubject thereto, and when and ſo ſoon as the eſtates or intereſts therebylimited ſhall reſpectively end and determine, TO THE USE AND BEHOOF of the ſaid *Intended Wife*, her heirs and aſſigns for ever. And it is hereby declared and agreed by and between the ſaid parties hereto, that the ſaid term of two hundred years

Remainder to ſuch uſes as the lady notwithſtanding her coverture, ſhall by deed or will appoint remainder.

To the lady, her heirs and aſſigns.

Truſters of the 2000 years. Term by perception of the rents and profits, or by ſale or mortgage thereof to raiſe the ſum of £ for the benefit of ſuch perſons as the intended huſband and wife by deed

ſhall be upon the truſts, to the intents and purpoſes and ſubject to the proviſoes following (that is to ſay) UPON TRUST, that they the ſaid *John Termor* and *Richard Termor*, and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, do and ſhall from and immediately after the deceaſe of the ſurvivor of them, the ſaid *Intended Huſband* and his *Intended Wife*, out of the rents, iſſues and profits of the ſaid premiſes comprized within the ſaid term of two hundred years, or by ſale or ſales, mortgage or mortgages of the whole or a ſufficient part of them, for all or any part of the ſaid term, or by all and every or any of the ſaid ways and means, or ſuch other ways and means as the ſaid *John Termor* and *Richard Termor*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor ſhall think fit, raiſe and levy ſuch ſum or ſums of money, not exceeding in the whole the ſum of £——— to be paid immediately after the deceaſe of the ſurvivor of them the ſaid *Intended Husband* and his *Intended Wife*, to and for the uſe and benefit of ſuch perſon and perſons, and of ſuch intents and purpoſes, and in ſuch manner as the ſaid *Intended Husband* and his *Intended Wife*, at any time or times during the ſaid intended coverture, in and by any deed or deeds, writing or writings, with or without power of revocation, to be by them duly executed in the preſence of and atteſted by two or more credible witneſſes, or as ſhe the ſaid *Intended Wife*, in caſe ſhe ſhall ſurvive the ſaid *Intended Husband*, ſhall at any time or times during her life, and notwithſtanding her preſent or any future coverture, or afterwards in and by any ſuch deed or deeds, writing or writings, with or without power of revocation, or in and by her laſt will and teſtament in writing, or any writing in the nature of or purporting to be her laſt will and teſtament, or in any codicil or codocils thereto (ſuch deed, writing, will or codicil, to be by her duly executed in the preſence of and atteſted by two or more credible witneſſes as aforeſaid) for that purpoſe direct or appoint, with intereſt at the rate of £4 per centum per annum, for ſuch ſum as aforeſaid, from the death of the ſurvivor of them the ſaid *Intended Huſband* and his *Intended Wife*, up to the time of the payment thereof; PROVIDED ALWAYS, that in caſe there ſhall be no ſuch direction or appointment of the ſaid ſum of £——— or any part thereof as aforeſaid, or in caſe ſuch ſum or ſums as ſhall be limited or appointed

or the intended wife in caſe ſhe ſurvives, ſhall by deed or will direct or appoint.

Proviſo of ceſſer.

appointed as aforeſaid, not exceeding in the whole the ſaid ſum of £——— with intereſt for the ſame as aforeſaid, ſhall be by the ſaid *John Termor* and *Richard Termor*, their executors, adminiſtrators or aſſigns, raiſed and levied by any of the ways or means aforementioned, or ſhall be by ſuch perſon or perſons as for the time being ſhall be next in reverſion or remainder of the premiſes, expectant upon the end or other ſooner determination of the ſaid term of two hundred years therein paid according to the purport, true intent and meaning of theſe preſents, then, and in every or any of the ſaid caſes, and at all times from thenceforth, the ſaid term of two hundred years, of and in the premiſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void to all intents and purpoſes, any thing herein before contained to the contrary thereof in anywiſe notwithſtanding. AND THIS INDENTURE FURTHER WITNESSETH, that for the conſiderations aforeſaid, and in purſuance and further performance of the ſaid recited agreement, the ſaid *Intended Husband* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *Truſtees*, their heirs and aſſigns by theſe preſents, in manner and form following (that is to ſay) that the ſaid *Intended Husband* and his heirs ſhall and will, at his own proper coſts and charges, within the ſpace of ——— next enſuing the date of theſe preſents in due form of law, ſurrender into the hands of the Lord or Lords, Lady or Ladies of the manor of K———, according to the cuſtom thereof, all and ſingular the cuſtomary and copyhold lands and hereditaments next hereinafter particularly mentioned and deſcribed, or intended ſo to be, and every part thereof, with their and every of their appurtenances, that is to ſay (*here deſcribe the copyholds*) and the reverſion and reverſions, remainder and remainders thereof, TO THE USE AND BEHOOF of the ſaid *Truſtees*, their heirs and aſſigns, according to the cuſtom of the ſaid manor of K——, ſo that they the ſaid *Truſtees* may be admitted thereto, and be abſolutely intitled to the ſame cuſtomary or copyhold lands, hereditaments and premiſes and the inheritance thereof, ſubject to the cuſtomary rent and ſervices payable and to be performed in reſpect thereof, to the uſes nevertheleſs upon the truſts, and to and for the ſeveral ends, intents and purpoſes, and ſubject to the powers, proviſoes, declarations

Covenant to ſurrender certain copyhold hereditaments of which the husband is ſeiſed in fee ſimple to ſuch uſes as are limited concerning the copyhold hereditaments next mentioned.

rations and agreements hereinafter limited, expreſſed and declared of and concerning the ſeveral copyhold meſſuages, lands, tenements and hereditaments next hereinafter particularly mentioned and deſcribed, and next hereinafter covenanted to be ſurrendered or mentioned or intended ſo to be. AND THIS INDENTURE FURTHER WITNESSETH, that for the conſiderations aforeſaid, and in purſuance and further performance of the ſaid recited agreement, as well as for the docking, barring and extinguiſhing all eſtates tail and remainders expectant on the copyhold eſtates and hereditaments hereinafter mentioned and deſcribed, and for ſettling and aſſuring the ſame copyhold eſtates and hereditaments in the courſe and manner hereinafter expreſſed, the ſaid *Intended Husband* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *Truſtees*, their heirs and aſſigns by theſe preſents, in manner and form following (that is to ſay) that he the ſaid *Intended Husband* and his heirs ſhall and will at the requeſt of the ſaid *Truſtees*, their heirs or aſſigns, and at the proper coſts and charges of the ſaid *Intended Husband*, his heirs, executors or adminiſtrators, in due form of law, according to the cuſtom or cuſtoms of the ſeveral manors of A and B well and ſufficiently convey, ſurrender and aſſure, or cauſe to be conveyed, ſurrendered and aſſured all and every the ſaid copyhold and cuſtomary hereditaments hereinafter mentioned and deſcribed or intended ſo to be, and every part thereof, with their and every of their rights, members and appurtenances, viz. (*Here deſcribe the other copyholds*) and the reverſion and reverſions, remainder and remainders thereof *to the uſe and behoof* of ſome perſon or perſons and his or their heirs or aſſigns, to the intent and purpoſe that he or they may be admitted to the ſame at the will of the lord or lords, or lady or ladies, according to the cuſtom or cuſtoms of the ſaid ſeveral manors of A and B to the end and intent, that two or more good and perfect common recoveries may in due form of law and according to the cuſtom or cuſtoms of the ſaid ſeveral manors of A and B be had and ſuffered of all and every the the ſame copyhold or cuſtomary premiſes ſituate, lying and being in the ſaid manors of A and B in manner hereinafter mentioned. And it is hereby expreſsly declared and agreed by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawful to

And alſo to ſurrender thoſe copyhold hereditaments of which he is ſeized in fee tail for the purpoſe of ſuffering a recovery thereof in the Manor Court.

The manner of ſuffering the recovery of the copyhold.

to and for the perſon or perſons immediately after ſuch admiſſion and admiſſions as aforeſaid, to bring or ſue forth and proſecute out of the ſaid Courts Baron of the ſaid ſeveral manors of A and B according to the uſual form and manner in ſuch caſes uſed and accuſtomed in the ſame ſeveral courts, or in ſuch of them as he or they ſhall think proper, two or more plaint or plaints in the nature of writs of entry *ſur diſſeiſin en le poſt*, thereby demanding by apt and convenient names, quantities, qualities, number of acres and other deſcriptions, the ſaid laſt mentioned copyhold hereditaments and premiſes, againſt ſuch perſon or perſons as ſhall be ſo admitted as aforeſaid, to which ſaid plaint or plaints the ſame tenant or tenants ſhall appear gratis, in his or their own reſpective proper perſons, or by his or their reſpective attornies thereto lawfully authorized, and vouch over to warranty the ſaid *Intended Husband*, who ſhall alſo appear gratis, in his own proper perſon, or by his attorney or attornies thereto lawfully authoriſed, and enter in the ſaid warranty and vouch over to warranty the common vouchees of the ſame reſpective Courts Baron, who ſhall alſo appear and imparle, and after imparlance make default, ſo as judgment ſhall and may be thereupon had and given for the defendant or defendants to recover the ſaid laſt mentioned copyhold hereditaments and premiſes againſt ſuch tenant or tenants as aforeſaid, and for him or them reſpectively to recover in value againſt the ſaid *Intended Husband* and his *Intended Wife*, and for them to recover in value againſt the ſaid common vouchees, and that execution ſhall and may be thereupon awarded and had accordingly, and all and every other act and acts be done and executed, needful and neceſſary for the ſuffering and perfecting of ſuch common recoveries with vouchers as aforeſaid, according to the uſual form and manner in ſuch caſes in the ſame ſeveral Courts Baron accuſtomed to be uſed, and the true intent and meaning of theſe preſents. And it is hereby further declared and agreed by and between all and every the ſaid parties to theſe preſents, that immediately from and after the perfecting of the ſaid ſeveral recoveries ſo as aforeſaid, to be ſuffered of the ſaid laſt mentioned copyhold and cuſtomary hereditaments and premiſes, and when and ſo often as the demandant or demandants therein ſhall have had full ſeiſin of the ſame premiſes, then, and in ſuch caſe, the ſaid demandant or demandants ſhall and will forthwith ſurrender

into

into the hands of the lord or lords, lady or ladies of their reſpective manors, all and every the ſame copyhold and cuſtomary hereditaments and premiſes laſt mentioned with the appurtenances, to the uſes upon the truſts, and to and for the ſeveral ends, intents and purpoſes, and under and ſubject to the powers, proviſoes, declarations and agreements hereinbefore expreſſed and declared, of and concerning the ſaid freehold meſſuages, cloſes, lands, pieces or parcels of land, tenements, hereditaments and premiſes hereinbefore granted and releaſed or mentioned, or intended ſo to be, or ſo near thereto as the rules of law and equity and the nature and tenure of the ſame laſt mentioned copyhold and cuſtomary hereditaments and premiſes require and admit of, except only as to the ſaid eſtate for life, limited for ſupporting contingent remainders, and the ſaid term of two hundred years limited in the ſame freehold premiſes, but ſubject nevertheleſs to the better raiſing, paying and ſecuring of the ſaid ſum of £— in ſuch manner and at ſuch times as are hereinbefore appointed for payment of the ſame, and that in the mean time and until ſuch ſurrender or common recovery or recoveries, or other good and effectual conveyances and aſſurances of the ſaid laſt mentioned copyhold and cuſtomary hereditaments and premiſes ſhall be paſſed, ſuffered, had, made and perfected as aforeſaid, they the ſaid *Intended Husband* and his *Intended Wife*, and their reſpective heirs, and all perſons claiming or deriving, or who ſhall or may claim or derive any eſtate, right, title, intereſt, claim or demand of, in, upon, or out of the ſame copyhold or cuſtomary hereditaments and premiſes laſt mentioned, or any part or parts thereof, by, from, or under him, her, or them, or any of them, ſhall and will ſtand and be ſeiſed thereof and intereſted therein, in truſt to and for the ſeveral perſons, eſtates, intents and purpoſes for which the ſame are ſo covenanted to be ſettled and aſſured as aforeſaid. PROVIDED ALWAYS, and it is hereby agreed and declared by and between the parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Intended Husband* and his *Intended Wife*, during their joint lives, and to and for the ſurvivor of them the ſaid *Intended Husband* and his *Intended Wife*, at any time or times during his or her life, and to and for the ſaid *Truſtees*, or the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, during the minority of ſuch perſon or perſons, as for the time being ſhall be entitled in poſſeſſion as aforeſaid, by virtue

Power for the huſband and wife and for the ſurvivor during their reſpective lives, afterwards for the truſtees or the ſurvivor during the minority of the perſons intitled in poſſeſſion to grant leaſes.

virtue of or under any of the limitations hereinbefore contained, and ſhall be under the full age of twenty-one years from time to time, by indenture or indentures under their reſpective hands and ſeals, to limit or appoint by way of demiſe, leaſe, or grant, any part or parts of the ſaid hereditaments and premiſes herein before granted and releaſed or mentioned, or intended ſo to be, unto any perſon or perſons for any term or number of years not exceeding twenty-one years from the making ſuch leaſe or leaſes reſpectively, and of the ſaid hereditaments and premiſes hereinbefore covenanted, to be ſurrendered for any term or number of years not exceeding twenty-one years from the time of making ſuch leaſe or leaſes reſpectively, if the cuſtom or cuſtoms of the ſaid ſeveral manors whereof ſuch copyhold parts of the ſaid premiſes are holden will permit the ſame without prejudice or forfeiture, but not otherwiſe, ſo as on any ſuch leaſes, demiſes, or grants, there be reſerved or made payable during the continuance thereof, to be incident to the immediate remainder or reverſion of the ſame premiſes, the beſt and moſt improved yearly rent or rents that can or may be reaſonably had or gotten for the ſame, at the time or times of making or granting ſuch leaſe or leaſes reſpectively *, without taking any fine, premium, or fore-

gift

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* Some times the power of leaſing is limited to Truſtees, without this reſtriction, when the following proviſions are inſerted: "And it is hereby expreſsly declared and agreed, by and between the ſaid parties hereto, that upon the making of any ſuch leaſe or leaſes as aforeſaid, by virtue of the ſaid laſt mentioned power, it ſhall and may be lawful to and for the ſaid Truſtees, or other the Truſtees or Truſtee for the time being, and they and he is and are hereby authorized and empowered, by and with ſuch conſent and direction, and ſo teſtified as aforeſaid, to take and accept from the reſpective leſſees to whom ſuch leaſes ſhall be ſo made as aforeſaid, any fine, premium, income, or fore gift, for the making of every ſuch leaſe or leaſes as aforeſaid, but ſo nevertheleſs as that there ſhall always be reſerved and made payable on every ſuch leaſe ſo to be made by virtue of the ſaid power hereinbefore contained, ſuch yearly rent or rents as ſhall be at leaſt equal in value to the rent or rents now reſerved and made payable in reſpect of the premiſes which ſhall be ſo leaſed as aforeſaid by and on the preſent exiſting leaſes of the ſame premiſes to the end and intent that the amount and

value

gift for the making or granting thereof, and ſo as in every ſuch leaſe, demiſe, or grant, there be contained a condition of rentry for non payment of the rent or rents thereby reſerved, and ſo as every ſuch leaſe or demiſe be ſo framed as that there be not therein contained any clauſe or clauſes, whereby any power or authority ſhall expreſsly or by implication, be given to any leſſee or leſſees whatſoever, to do or commit waſte, or whereby the leſſee or leſſees ſhall be exempted from puniſhment for committing waſte, and ſo as the reſpective leſſees to whom ſuch leaſes ſhall be from time to time made or granted, do ſeverally execute counterparts of their reſpective leaſes. PROVIDED ALSO, and it is hereby further agreed and declared by and betweeen the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Truſtees* or the ſurvivor of them, and the executors, or adminiſtrators of ſuch ſurvivor, at any time or times hereafter, at the requeſt and by and with the conſent and approbation of the ſaid *Intended Huſband* and his *Intended Wife* jointly, during their joint lives, or of the ſurvivor of them during his or her life, to be ſignified by writing under their, his, or her hands and ſeals, or hand and ſeal, to ſell or diſpoſe of and convey either by way of abſolute ſale, or in exchange for and in lieu of other hereditaments in fee ſimple in poſſeſſion, to be ſituate in ſome part of the kingdom of England or principality of Wales, the whole or any part or parts of the ſaid capital meſſuage, meſſuages, cloſes, lands, pieces or parcels of land, tenements and other hereditaments herein before by theſe preſents granted and releaſed and covenanted to be ſurrendered reſpectively, with their and every of their rights, members and appurtenances, and the inheritance thereof in fee ſimple, to any perſon or per-

The uſual powers of ſale and exchange.

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value of the yearly rents and profits ariſing by virtue of the preſent exiſting leaſes of the ſaid premiſes, ſhall not be leſſened nor be in any wiſe diminiſhed or decreaſed any thing herein contained to the contrary notwithſtanding; and as to, for, and concerning the ſaid ſums of money ſo to be received by way of fine, premium, or foregift as aforeſaid, it is hereby agreed and declared, that they the ſaid Truſtees, or other the Truſtees or Truſtee for the time being, ſhall and do ſtand poſſeſſed of and be intereſted in the ſame upon the truſts, and to and for the ends, intents, and purpoſes hereinafter expreſſed and declared, of and concerning the ſame."

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ſons whomſoever, for ſuch price or prices in money, or for ſuch equivalent or recompence in lands, tenements or other hereditaments as to them the ſaid *Truſtees*, or the ſurvivor of them, or to the executors, or adminiſtrators of ſuch ſurvivor, by and with ſuch conſent and approbation as aforeſaid ſhall ſeem reaſonable, and that for the purpoſe of effectuating ſuch diſpoſition or diſpoſitions, conveyance or conveyances, (but not for any other purpoſe) it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivor of them, and the executors, or adminiſtrators of ſuch ſurvivor, with ſuch conſent and approbation as aforeſaid, by any deed or deeds, or inſtrument or inſtruments in writing, ſealed and delivered by them or him in the preſence of and atteſted by two or more credible witneſſes, abſolutely to revoke, determine and make void all and every or any of the uſes, truſts, powers and proviſions in and by theſe preſents limited, expreſſed and declared of and concerning the hereditaments and premiſes, which ſhall be ſold or agreed to be given in exchange as aforeſaid, except the ſubſiſting leaſes, if any ſuch ſhould then have been made under and by virtue of the power for that purpoſe hereinbefore contained, and by the ſame or any other deed or deeds, inſtrument or inſtruments in writing, to limit, declare, direct and appoint any uſe or uſes, eſtate or eſtates, truſt or truſts, of the ſaid hereditaments and premiſes ſo ſold or agreed to be given in exchange, which it ſhall be thought neceſſary or expedient to limit, declare, direct or appoint, in order to effectuate ſuch ſale or ſales, exchange or exchanges, diſpoſitions or conveyances aforeſaid, cauſing on every ſuch exchange as aforeſaid, the hereditaments which ſhall be releaſed or exchanged, to be conveyed and ſettled to, for and upon ſuch and the ſame uſes, truſts, intents and purpoſes, and with and under and ſubject to ſuch and the ſame powers, proviſoes, limitations and agreements, as the hereditaments and premiſes ſo given in exchange ſtood limited to immediately before and at the time of the revocation thereof, and alſo that it ſhall and may be lawful for the ſaid *Truſtees* and the ſurvivors of them, or to and for the executors or adminiſtrators of ſuch ſurvivors, to receive or take any ſum or ſums of money by way of equality of exchange ; and it is hereby declared and agreed, that upon receipt of the money or monies ariſing by any ſuch

Revocation and new appointment.

And ſigning receipts.

ſuch ſale or ſales, or agreed to be given for equality on ſuch exchange or exchanges as aforeſaid, it ſhall and may be lawful for the ſaid *Truſtees* and the ſurvivor of them, and the executors, or adminiſtrators of ſuch ſurvivor to give and ſign receipts for ſuch money or monies, and ſuch receipt or receipts ſhall be a ſufficient diſcharge or ſufficient diſcharges to any purchaſer or purchaſers, or other perſon or perſons for the purchaſe money or purchaſe monies, or money or monies received for equality for which the ſame ſhall be ſo given, and ſuch purchaſer or purchaſers or other perſon or perſons, his, her, or their heirs, executors, adminiſtrators, or aſſigns, ſhall not afterwards be accountable or anſwerable for any loſs, miſapplication or nonapplication of ſuch monies, or be obliged or concerned to ſee to the application thereof. AND IT IS HEREBY AGREED AND DECLARED, by and between all the parties to theſe preſents, that when any part or parts of the ſaid hereditaments and premiſes ſhall be ſold for a valuable conſideration in money, or when any ſum or ſums of money ſhall be received upon any ſuch exchange or exchanges as aforeſaid for equality, they the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor ſhall with all convenient ſpeed, lay out and inveſt the monies ariſing by ſuch ſale or ſales, or ſo received for equality as aforeſaid, with ſuch conſent and approbation and ſignified as aforeſaid, in the purchaſe of other hereditaments, or of the advowſon or rectory of ſome church or living in fee ſimple in poſſeſſion, to be ſituate in that part of Great Britain called England or the Principality of Wales, of a clear indefeaſible eſtate of inheritance in fee ſimple, in poſſeſſion or in copyhold lands or tenements of inheritance in poſſeſſion, intermixed with hereditaments ſo to be purchaſed as aforeſaid; and ſo as ſuch copyhold lands or tenements do not exceed one fourth part of the value of the hereditaments ſo to be purchaſed as aforeſaid; and that they the ſaid *Truſtees* and the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor do and ſhall ſettle and aſſure, or cauſe to be ſettled and aſſured the hereditaments ſo to be purchaſed, to ſuch and the ſame uſes upon ſuch and the ſame truſts, and with under and ſubject to ſuch and the ſame powers, proviſoes, conditions and agreements as are in and by theſe preſents limited, expreſſed and declared of and concerning

Proviſions for recieveſting the money to ariſe from any ſale or be received for equality of partition.

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ing the ſaid hereditaments which ſhall be ſo ſold or given in exchange, and from which ſuch monies aroſe, or as near thereto as the deaths of parties and other intervening circumſtances will then admit of, and alſo that until the monies ariſing by ſuch ſale or ſales as aforeſaid, or ſo to be received for equality as aforeſaid, ſhall be diſpoſed of in the manner hereinbefore mentioned, it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, by and with ſuch conſent and ſo ſigned as aforeſaid, to place out ſuch ſum or ſums of money at intereſt, either in the parliamentary ſtocks or public funds of Great Britain, or upon real ſecurity or ſecurities in England, in the name or names of ſuch truſtee or truſtees for the time being, and to alter, vary and tranſpoſe the ſaid ſtocks, funds and ſecurities as occaſion ſhall require. And it is hereby further agreed and declared between and by all the ſaid parties to theſe preſents, that the intereſts, dividends and annual produce ariſing from ſuch ſtocks, funds, or ſecurities ſhall go and be paid to ſuch perſon or perſons, or be applied to and for ſuch uſes, intents and purpoſes, and in ſuch manner as the rents and profits of the hereditaments ſo to be purchaſed therewith as aforeſaid, would go or be payable or applicable unto in caſe ſuch purchaſe or purchaſes and ſettlement were then actually made. PROVIDED ALSO, and it is hereby further agreed and declared by and between the ſaid parties to theſe preſents, that if the ſaid *Truſtees*, or either of them, or any *Truſtee* or *Truſtees* to be appointed in the ſtead or place of them, or either of them, in purſuance of the power next hereinafter contained for that purpoſe, ſhall die or be deſirous of being diſcharged from, or refuſe or decline to act, or be incapable of acting in the truſts hereby in them repoſed, or in the execution or exerciſe of the power or authority hereby veſted in them before ſuch truſts ſhall be fully executed, performed and diſcharged, it ſhall and may be lawful to and for the ſaid *Intended Husband* and his *Intended Wife*, and the ſurvivor of them, by any writing or writings under their hands and ſeals, or the hand and ſeal of the ſurvivor of them, to nominate, ſubſtitute or appoint any other perſon or perſons to be a truſtee or truſtees in the place or ſtead of any truſtee or truſtees ſo dying or deſiring to be diſcharged, or refuſing or declining to act, or becoming incapable of acting as aforeſaid, and that when and ſo often as any new truſtee or truſtees ſhall be nominated or ap-

New appointment and exchange of general truſtees.

pointed as aforeſaid, all the truſt eſtates, monies and premiſes of or unto which, or on account whereof, ſuch new truſtee or truſtees ſhall be ſo nominated or appointed, ſhall be thereupon with all convenient ſpeed conveyed, aſſigned and transferred in ſuch ſort and manner and ſo as that the ſame ſhall and may be legally and effectually veſted in the ſurviving or continuing truſtee or truſtees, and ſuch new or other truſtee or truſtees as aforeſaid, or if there ſhall be no continuing truſtee or truſtees of the ſame truſt eſtate, monies and premiſes, then in ſuch new truſtees only, to the ſame uſes and upon the ſame truſts as are hereinbefore declared and expreſſed, of and concerning the ſame truſt eſtates, monies and premiſes reſpectively, or ſuch of them as ſhall or may be then ſubſiſting and capable of taking effect, and that in order that ſuch truſt eſtates, monies and premiſes may be legally and effectually conveyed to and veſted in ſuch new truſtee or truſtees jointly or ſolely as hereinbefore mentioned, it ſhall and may be lawful to and for the perſons or perſon nominating, ſubſtituting and appointing ſuch new truſtee or truſtees under or by virtue of the power or authority hereinbefore for that purpoſe contained by any deed or deeds, inſtrument or inſtruments in writing, to be by them reſpectively ſealed and delivered in the preſence of and atteſted by two or more credible witneſſes, to revoke, determine and make void the uſes, truſts, powers and previſoes in and by theſe preſents limited, declared and expreſſed, of and concerning the ſaid meſſuages, lands and other hereditaments and premiſes, or any part or parts thereof, and by the ſame or any other deed or deeds, inſtrument or inſtruments in writing, to be ſealed and delivered and atteſted as aforeſaid, to limit, declare, direct or appoint any uſe or uſes, eſtate or eſtates, truſt or truſts of the ſaid meſſuages, lands and other premiſes, or any part thereof which it ſhall be thought neceſſary or expedient to limit, declare, direct or appoint, for the purpoſe of conveying and veſting ſuch truſt eſtates, monies and premiſes to or in ſuch new truſtee or truſtees jointly or ſolely as hereinbefore mentioned. And it is hereby further agreed and declared, that every ſuch new truſtee or truſtees ſhall and may in all things act and aſſiſt in the management, carrying on and execution of the truſts to which he or they ſhall be appointed as aforeſaid, in conjunction with the other ſurviving or continuing truſtee or truſtees of the ſame eſtates, monies and premiſes, if there ſhall be any ſuch continuing truſtee or

truſtees

truſtees of the ſame eſtates, monies and premiſes, and if not, then by himſelf and themſelves reſpectively, as fully and effectually and with all the ſame power and powers, authority and authorities of conſent, approbation, diſcretion, ſelling, exchanging, conveying, calling in, laying out and inveſting, giving and ſigning receipts and effectual indemnities and diſcharges to purchaſers and others, and all other powers and authorities whatſoever, to all intents, effects, conſtructions and purpoſes whatſoever, as if he or they had been originally in and by theſe preſents nominated a truſtee or truſtees for the purpoſes aforeſaid, and as the ſaid *Truſtees* and the ſurvivor of them, and the heirs, executors or adminiſtrators of ſuch ſurvivor are or is entitled to do, or could or might have done under or by virtue of theſe preſents, if then living and continuing to act in the truſts hereby in him or them repoſed, any thing hereinbefore contained to the contrary thereof in anywiſe notwithſtanding. PROVIDED ALSO, and it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that if the ſaid *John Termor* and *Richard Termor*, or either of them, or any truſtee or truſtees to be appointed in the ſtead or place of them or either of them, in purſuance of the power hereinafter contained for that purpoſe, ſhall die, or be deſirous of being diſcharged of and from, or refuſe or decline to act, or become incapable of acting in the truſts hereby in them repoſed before ſuch truſts ſhall be fully executed, performed or diſcharged, then and in ſuch caſe, and when and ſo ſoon as the ſame ſhall happen, it ſhall and may be lawful to and for the ſaid *Intended Husband* and his *Intended Wife*, during their joint lives, by any writing under their hands and ſeals, and after the deceaſe of either of them the ſaid *Intended Husband* and his *Intended Wife*, then for the ſurvivor of them, by any writing under his or her hand and ſeal to nominate, ſubſtitute and appoint any other perſon or perſons to be a truſtee or truſtees in the ſtead or place of the ſaid *John Termor* and *Richard Termor*, or either of them, or any truſtee or truſtees to be appointed in the ſtead or place of them, or either of them ſo dying or deſiring to be diſcharged, or refuſing or declining to act, or becoming incapable of acting as aforeſaid, and that when and ſo ſoon as any new truſtee or truſtees ſhall be nominated as laſt aforeſaid, the truſt eſtate and premiſes of or unto which, or on the account whereof ſuch new truſtee or truſtees ſhall be nominated or appointed, ſhall be thereupon with

The like of the Termors.

all convenient ſpeed aſſigned and transferred in ſuch ſort and manner, and ſo as that the ſame ſhall and may be legally and effectually veſted in the ſurviving or continuing truſtee of the ſame truſt eſtates and premiſes, and ſuch new or other truſtee or truſtees to be appointed as laſt aforeſaid, or if there ſhall be no continuing truſtee of the ſame truſt eſtate and premiſes, then in ſuch new truſtees only, upon the ſame truſts as are hereinbefore declared, of and concerning the ſame laſt mentioned truſts eſtates and premiſes, or ſuch of them as ſhall or may be then ſubſiſting or capable of taking effect. PROVIDED ALWAYS, and it is hereby further agreed and declared between and by all the parties to theſe preſents, that the ſaid ſeveral truſtees hereby nominated, and ſuch future truſtee or truſtees to be appointed as aforeſaid, and each and every of them, and the heirs, executors, adminiſtrators and aſſigns of them and every of them, ſhall be reſpectively charged and chargeable only for ſuch monies as they ſhall reſpectively actually receive by virtue of the truſts hereby in them repoſed, notwithſtanding his or their or any of their giving or ſigning, or joining in, giving and ſigning any receipt or receipts for the ſake of conformity, and that any one or more of them ſhall not be anſwerable or accountable for the other or others of them, or for the acts, receipts, neglects or defaults of the other or others of them, but each and every of them for his and their own acts, receipts, neglects or defaults only; and that they or ony of them ſhall not be anſwerable or accountable for any banker, broker, or other perſon with whom or in whoſe hands or cuſtody any part of the ſaid truſt monies or ſecurities ſhall or may be depoſited or lodged for ſafe cuſtody or otherwiſe, in the execution of the truſts or powers hereinbefore mentioned, And that they or any of them ſhall not at any time be anſwerable or accountable for the inſufficiency or deficiency of any ſecurity or ſecurities, ſtocks or funds, in or upon which the ſaid truſt monies or any part thereof, ſhall be placed out or inveſted in execution or purſuance of the truſts or powers aforeſaid, or any of them, or for the defect of title of any lands or hereditaments to be purchaſed or received in exchange by them or him as aforeſaid, nor for any other misfortune, loſs or damage which may happen in the execution of the aforeſaid truſts or powers or in relation thereto, except the ſame ſhall happen by or through their own wilful defaults reſpectively; and alſo that it ſhall and may be lawful to and

Uſual indemniſications.

and for the ſaid truſtees in theſe preſents named, and ſuch future truſtee or truſtees to be appointed as aforeſaid, and every of them, their and every of their heirs, executors, adminiſtrators and aſſigns, by and out of the rents and profits of all or any of the ſaid hereditaments and premiſes mentioned to be hereby granted and releaſed and covenanted to be ſurrendered and aſſured, or by and out of any monies which ſhall come to their reſpective hands by virtue of any of the truſts or powers aforeſaid, to retain to and reimburſe himſelf and themſelves reſpectively, and alſo to allow his and their co-truſtee and co-truſtees all coſts, charges, damages and expences, which they or any of them ſhall or may ſuſtain, expend, diſburſe, be at and be put unto, in or about the execution of the aforeſaid truſts or powers veſted or to be veſted in them reſpectively. IN WITNESS, &c.

The Reader may have obſerved in Settlements, (in many of thoſe too which diſplay no inconſiderable degree of profeſſional ſkill) that in the power of leaſing *the tentants for life*, are reſpectively authorized "*to demiſe, leaſe, or grant the premiſes.*" Now, ſtrictly ſpeaking, ſuch tenants for life cannot demiſe, leaſe, or grant for a longer term than their reſpective lives; and therefore the authority is not ſcientifically penned. So in the power of *ſelling* and *exchanging*, he may have obſerved that it is frequently ſaid, "it ſhall be lawful for the *Truſtees* (to ſupport contingent remainders) "to *grant, bargain, ſell, releaſe, and confirm the premiſes*," whereas in fact they cannot do ſo for a longer term or ſpace of time than the purpoſes of their eſtate remain by poſſibility unanſwered.—Science, therefore, here, as in the former inſtance, does not ſeem to have been ſufficiently regarded: In the firſt inſtance, as I have before obſerved, the tenants for life are not, ſtrictly ſpeaking, authorized to demiſe, leaſe, or grant, they are only empowered to *limit or appoint by way of demiſe, leaſe, or grant*; and therefore the expreſſion ſhould be, *to limit or appoint by way of demiſe, leaſe, or grant.* In the ſecond inſtance, the power operates as a limitation or appointment of the full fee; and therefore in this, as in the former inſtance, the expreſſion ſhould be to *limit* or *appoint*, &c. The reſult of this power is to determine all the ſubſiſting uſes, and to create an entire new eſtate of inheritance; and therefore it is thought adviſable to accompany it with *a power of revocation and new appointment.* It is preſumed the Reader will perceive that theſe remarks have not been diſregarded in the Settlement before us. It will be ſeen that the powers of *leaſing* and *ſelling* are limited by the preſent Settlement to the perſons to whom they are intended to be given, and to the ſurvivor of them, and the *executors* or *adminiſtraters* of the ſurvivor, inſtead of the *heirs* and *aſſigns* of the ſurvivor, and they are ſo limited in order to prevent the power veſting in an infant-heir, &c.

Settlement and Appointment by the Lady of her Property, conſiſting of a Sum of Money ſecured to her by a Mortgage in Fee, upon ſuch Truſts, and ſubject to ſuch Proviſions as are abſtracted in the Margin. The Gentleman covenants to ſettle any after required Property of the Lady upon the Truſts of the preſent Settlement.

THIS INDENTURE of three parts, made, &c. BETWEEN the *Intended Wife* of the firſt part; the *Intended Husband* of the ſecond part; and *Three Truſtees* of the third part; WHEREAS by indentures of bargain and ſale and releaſe, bearing date reſpectively, the bargain and ſale the day next before the day of the date of the releaſe, and the releaſe bearing date on or about the —— day of ——— and made or expreſſed to be made between the *Mortgagor* of the one part, and the *Mortgagee* (*the Intended Wife*), of the ſecond part; ALL, &c. with the demeſne lands, ſervices, rights, royalties, members and appurtenances, were conveyed and aſſured * *unto and to the uſe of* the ſaid *Intended Wife*, her heirs and aſſigns for ever, by way of mortgage, for ſecuring the payment to her of £.16,900 with lawful intereſt for the ſame, at the place and times therein mentioned: AND WHEREAS a marriage is intended by God's permiſſion, to be ſhortly had and ſolemnized between the ſaid *Intended Wife* and the ſaid *Intended Husband*, and upon the treaty for the ſaid intended marriage, it was agreed that the ſaid ſum of £.16,900 ſecured by the ſaid mortgage, ſhould be aſſigned to and veſted in the ſaid *Truſtees*, and that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhould ſtand, and be poſſeſſed of and intereſted in the ſame, upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations and agreements hereinafter expreſſed or declared: AND WHEREAS,

Recites a mortgage in fee for ſecuring 16,900l. and intereſt.

And that on the treaty for the intended marriage it was agreed that ſaid 16,900l. ſhould be veſted in truſtees.

* Where the land and uſe are conveyed to the ſame perſon, *the expreſſion* in the *recitals* is, that they were conveyed "*unto and to the uſe of*," which in other caſes is improper.

by

by a certain deed-poll or inſtrument in writing, bearing date the day next before the day of the date hereof, and indorſed on the ſecond ſkin of the ſaid in part recited indenture of releaſe, ſhe the ſaid *Intended Wife*, with the privity, conſent and approbation of the ſaid *Intended Huſband*, *Hath* granted, bargained, ſold, releaſed and confirmed unto the ſaid *Truſtees*, in their actual poſſeſſion, being by virtue of a bargain and ſale for a year to them thereof made by the ſaid *Intended Wife* in the manner therein mentioned, and to their heirs, *all and ſingular* the manor or lordſhip, meſſuages, farms, lands, tenements and hereditaments comprized in the ſaid indenture whereon the ſaid deed-poll is indorſed and therein mentioned to be thereby granted and releaſed, with their and every of their appurtenances, *to hold* the ſame unto and to the uſe of the ſaid *Truſtees*, their heirs and aſſigns for ever, ſubject nevertheleſs to ſuch equity of redemption on payment of the ſaid ſum of £.16,900 and the intereſt thereof as by force and virtue of the ſaid indenture whereon the ſaid deed-poll is indorſed, is ſubſiſting of and concerning the premiſes; AND the ſaid *Intended Wife*, with the like privity, conſent and approbation of the ſaid *Intended Husband*, *hath* thereby aſſigned, transferred and ſet over unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, the ſaid ſum of £.16,900, ſecured by the ſaid indenture whereon the ſaid deed-poll is indorſed, and all intereſt due and to grow due for the ſame. *And it was and is thereby agreed and declared*, that the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns ſhall ſtand and be poſſeſſed of and intereſted in the ſaid ſum of £.16,900 and the intereſt thereof, upon ſuch truſts and to and for ſuch intents and purpoſes as the ſaid *Intended Wife*, whether ſole or covert, and notwithſtanding any coverture, ſhould by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of two or more credible witneſſes, within the ſpace of ſix calendar months then next enſuing, declare, direct, limit or appoint, and for want of ſuch declaration, limitation or appointment, and in the mean time until ſuch declaration, direction, limitation or appointment ſhould be made, *in truſt* for her the ſaid *Intended Wife*, her heirs and aſſigns: NOW THIS INDENTRUE WITNESSETH, that in purſuance of, and for further effectuating the ſaid agreement

A deed-poll whereby the mortgaged premiſes were conveyed to truſtees.

And the money aſſigned to them.

Upon ſuch truſts as lady ſhould appoint.

The appointment or preſent ſettlement.

ment entered into upon the treaty for the ſaid intended marriage, and for and in conſideration of the ſaid intended marriage, and of the covenant and agreement hereinafter inſerted on the part and behalf of the ſaid *Intended Husband*, and for divers other good cauſes and conſiderations*, the ſaid *Intended Wife*, purſuant to and by force and virtue and in exerciſe and execution of the power and authority given or limited to her by the ſaid deed-poll as hereinbefore is recited, and by force and virtue of all and every other power and powers, authority and authorities to her appertaining or enabling in this behalf, with the privity, conſent, and approbation of her ſaid *Intended Husband*, teſtified by his ſealing and delivering theſe preſents, HATH declared, directed, limited, and appointed. And by this preſent deed or writing by her ſealed and delivered in the preſence of the two credible perſons whoſe names are intended to be hereon indorſed as witneſſes, atteſting

Reference to the power.

Operative words.

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* The *Right of Deſignation* reſerved by the Deed-Poll recited in the preſent Settlement, is by Conveyancers termed a *Power of Appointment*, the *exerciſe* of it *an appointment*, the *perſon exerciſing* the power *an appointor*, and *the perſon taking* under it *an appointee*. It may not be amiſs to obſerve, that in the exerciſe of a power of appointment too rigid adherence to the manner or form preſcribed cannot be obſerved; and Conveyancers have introduced the precaution of making the party exerciſing the power declare, that he acts not only in exerciſe of that particular power, but in exerciſe of every other power appertaining to, or enabling him to do the act in queſtion; but this precaution is not *neceſſary*; neither is it *neceſſary*, (*only convenient* and *cautionary*) that the words, or even the form of the power ſhould be uſed if the material circumſtances of the power are purſued.—By a ſeries of acknowledged authorities it is ſettled beyond a poſſibility of doubt, 1ſt, That to the valid exerciſe of a power, a reference to, or notice of that power is not neceſſary if it ſufficiently appears that the party intends to exerciſe it; 2dly, that it is conſidered as ſufficient evidence if the party's intention appears to be to do that act which the power authorizes him to do, and which he is not authorized to do without reſorting to the power.—See the caſes of Tomlinſon *v.* Deighton, 1. P. W. 149, and Fitzgerald *v* Fauconbery, 215; Morton *v.* Morton, 1. Atk. 158, and expte Sir George Cornwall, ib. 559.

the

the ſealing and delivering of theſe preſents by her, DOTH declare, direct, limit, and appoint that the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall ſtand and be poſſeſſed and intereſted of and in the ſaid ſum of £.16,900, ſecured by the ſaid mortgage, and aſſigned by the ſaid deed-poll as aforeſaid, and the intereſt thereof, upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter expreſſed. AND THIS INDENTURE FURTHER WITNESSETH, that it is hereby agreed and declared by and amongſt all the parties to theſe preſents, and in particular to the ſaid *Intended Wife*, doth hereby direct and appoint, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall and will ſtand and be poſſeſſed and intereſted of and in the ſaid ſum of £.16,900, ſecured by the ſaid mortgage and aſſigned by the ſaid deed-poll as aforeſaid, IN TRUST for the ſaid *Intended Wife*, her executors, adminiſtrators, and aſſigns, until the ſaid intended marriage ſhall be had and ſolemnized; And from and after the ſolemnization thereof then upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter declared or expreſſed, of and concerning the ſame, that is to ſay, IN TRUST, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall and do from time to time, during the life of the ſaid *Intended Wife*, well and truly pay, or cauſe to be paid, the intereſt due or to grow due for or in reſpect of the ſaid ſum of £.16,900, ſecured by the ſaid mortgage, into the proper hands of the ſaid *Intended Wife*, to and for her own ſole and ſeparate uſe and benefit, or to ſuch perſon or perſons as ſhe, in writing, ſigned with her proper hand, ſhall from time to time, notwithſtanding her intended coverture, direct or appoint. And it is hereby declared and agreed, that the ſaid *Intended Husband* ſhall not, nor will intermeddle therewith, neither ſhall the ſame be ſubject or liable to his controul, debts, or engagements, and that the receipt or receipts of the ſaid *Intended Wife*, ſigned with her proper hand, ſhall from time to time, notwithſtanding her intended coverture, be a good and ſufficient diſcharge for ſo much of

Declaration of the truſts.

Viz. to the lady until her marriage.

Then as to the intereſt only to her for her life, or as ſhe ſhall appoint, notwithſtanding her coverture.

The gentleman agrees not to intermeddle; and that the lady's receipts ſhall be valid.

of the ſaid intereſt as ſhall be therein acknowledged or expreſſed to be received. And from and after the deceaſe of the ſaid *Intended Wife*, THEN IN TRUST, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall and do, permit and ſuffer, and ſufficiently authorize and impower the ſaid *Intended Huſband* and his aſſigns, to receive the ſaid intereſt for and during his life, for the proper uſe and benefit of the ſaid *Intended Huſband* and his aſſigns. And from and after the deceaſe of the ſurvivor of them the ſaid *Intended Wife* and her *Intended Husband*, THEN IN TRUST, that they the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor ſhall and do transfer and aſſign the ſaid £.16,900, ſecured by the ſaid mortgage, unto, between, or amongſt all and every, or any ſuch one or more child or children of the body of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* to be begotten, at ſuch time or times, and in ſuch ſhares and proportions, and ſubject to, with and under ſuch conditions, reſtrictions, and limitations over, the ſame to be for the benefit of ſome one of ſuch child or children as they the ſaid *Intended Husband* and his *Intended Wife*, at any time or times, by any deed or deeds, writing or writings, to be by both of them ſealed and delivered in the preſence of two or more credible witneſſes, ſhall jointly, direct, limit, or appoint. And in default of ſuch joint direction, limitation, or appointment, then, as to ſo much of the premiſes whereof no ſuch direction, limitation, or appointment ſhall be made IN TRUST, to transfer and aſſign the ſame unto, between, and amongſt all and every the child and children of the body of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* to be begotten, equally to be divided between and amongſt them, if more than one, ſhare and ſhare alike; and if there ſhall be but one ſuch child, then to ſuch one child for their, his, or her portions or portion, the ſame to be transferred and aſſigned to ſuch child or children, at the time or times, and in manner following, that is to ſay, the part or ſhare, parts or ſhares, or portion of ſuch of the ſaid children as ſhall be a daughter or daughters, to be transferred and aſſigned at her or their age or reſpective ages of twenty-one years, or day or days of marriage which ſhall firſt happen, and the part or ſhare, parts or ſhares, or portion of ſuch of them

Remainder as to ſaid intereſt, for huſband for life.

And after the deceaſe of the ſurvivor the principal to go to the children, as their father and mother by deed ſhall appoint.

In default of appointment to the children as tenants in common with benefit of ſurvivorſhip, &c.

Proviſions for veſting the portions.

them as ſhall be a ſon or ſons, to be transferred and aſſigned at his or their age or reſpective ages of twenty-one years, unleſs ſuch reſpective times happen in the life-time of the ſaid *Intended Husband* and *Intended Wife*, or in the life-time of the ſurvivor of them, and in ſuch caſe, the part or ſhare, parts or ſhares, or portion of ſuch of them as being a daughter or daughters, ſhall attain the age of twenty-one years, or be married, or being a ſon or ſons, ſhall attain the age of twenty-one years in the life-time of the ſaid *Intended Husband* and *Intended Wife*, ſhall be transferred and aſſigned immediately after the deceaſe of ſuch ſurvivor. Nevertheleſs, it is hereby agreed and declared, that in default of any ſuch appointment as aforeſaid, the ſame ſhall become a veſted and tranſmiſſible intereſt in ſuch daughter or daughters as ſhall ſo attain the age of twenty-one years. And it is hereby further agreed and declared, that in caſe any ſuch child, being a daughter, ſhall depart this life under the age of twenty-one years, not having been married, or being a ſon, ſhall depart this life under the age of twenty-one years, then the part and ſhare of ſuch child ſo dying ſhall go, accrue, and be diſpoſed of to or for the benefit of the other child and children in ſuch and the like manner to all intents and purpoſes, as if ſuch child ſo dying had never exiſted; and if any other or others of the ſaid children, being a daughter or daughters, ſhall depart this life under the age of twenty-one years, not having been married, or being a ſon or ſons, ſhall depart this life under the age of twenty-one years, then the part or ſhare, and parts or ſhares, as well original as accruing, of ſuch child or children ſo dying, ſhall from time to time go, accrue, and be diſpoſed of to and for the benefit of the other child or children in ſuch and the like manner to all intents and purpoſes, as if ſuch child or children ſo dying had never exiſted. AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall and do in the mean time, after the deceaſe of the ſurvivor of them the ſaid *Intended Husband* and his *Intended Wife*, pay and apply all the intereſt of the ſaid ſum of £.16,900, for and towards the maintenance and education, or otherwiſe for the benefit and advantage of ſuch child and children, until their reſpective ſhares of the principal ſhall become aſſignable and transferable to them, in proportion to their reſpective ſhares and intereſts therein.

Proviſion for the maintenance and education of the children.

PRO-

Another for their preferment.

PROVIDED ALWAYS, and it is hereby agreed and declared, that notwithſtanding any of the truſts aforeſaid, it ſhall and may be lawful to and for the *Truſtees* or *Truſtee* for the time being of the ſaid truſt premiſes after the deceaſe of the ſurvivor of them the ſaid *Intended Huſband* and his *Intended Wife*, to apply a competent part or competent parts of the portion or portions of ſuch ſon or ſons aforeſaid, during his or their minority or minorities, for the binding him or them apprentice, or otherwiſe for his or their preferment and advancement in the world. AND in caſe there ſhall not be any child of the body of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* begotten, or there being ſuch child or children, all and every ſuch daughter and daughters ſhall depart this life under the age of twenty-one years, not having been married, and all and every ſuch ſon or ſons ſhall alſo depart this life under the age of twenty-one years, then the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor ſhall ſtand and be poſſeſſed of and intereſted in the ſaid ſum of £.16,900, or ſo much thereof whereof no ſuch direction, limitation, or appointment ſhall have been made, or ſuch part thereof as ſhall not have been ſooner applied as aforeſaid, upon the truſts following, that is to ſay, IN TRUST, that they the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor after the deceaſe of the ſaid *Intended Wife*, ſhall and do by calling in a competent part of the ſaid £.16,900, or making ſale of a competent part thereof, levy and raiſe the ſum of £.1000, and pay the ſame unto ſuch perſon or perſons, at ſuch time or times, either in the life-time or after the deceaſe of the ſaid *Intended Wife*, in ſuch parts, ſhares, and proportions, and in ſuch ſort, manner and form, and ſubject to, with and under ſuch powers, proviſoes, conditions, limitations, and reſtrictions as the ſaid *Intended Wife* by herſelf alone, whether covert or ſole, and notwithſtanding her intended coverture, by any deed or deeds, writing or writings, to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will and teſtament, to be by her ſigned and publiſhed in the preſence of the like number of witneſſes, ſhall declare, direct, limit, or appoint. And in default of ſuch laſt-mentioned declaration, direction, limitation, or appointment, then to pay the ſame ſum of

Directions in certain events to raiſe 1000l. for the ſeparate uſe of the lady.

£.1000

£.1000 unto the next of kin of the ſaid *Intended Wife*. AND AS TO, FOR, AND CONCERNING all the reſidue of the premiſes after the deceaſe of the ſaid *Intended Wife*, IN TRUST, to transfer and aſſign the ſame unto the ſaid *Intended Husband*, his executors, adminiſtrators, or aſſigns, to and for his and their own proper uſe and benefit. PROVIDED ALWAYS, and it is hereby agreed and declared by and amongſt all the parties to theſe preſents to be their and every of their true intent and meaning, that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, with the conſent and approbation of the ſaid *Intended Husband* and *Intended Wife*, or the ſurvivor of them, teſtified in writing, under their hands, or the hand of ſuch ſurvivor during their reſpective lives, and after the deceaſe of ſuch ſurvivor, at the diſcretion and by the proper authority of the ſaid *Truſtees* or *Truſtee* for the time being, to call in the ſaid ſum of £.16,900, ſecured by the ſaid mortgage, and from time to time to place out the ſame, in caſe it ſhall be paid, in or upon other real and government ſecurities, or in the parliamentary funds, with ſuch conſent and approbation as aforeſaid, or at their or his own diſcretion, as the caſe ſhall happen, and from time to time, with ſuch conſent and approbation as aforeſaid, or at their or his own diſcretion, as the ſame ſhall happen, to alter or transfer ſuch ſecurities or funds, and that ſuch new ſecurities or funds ſo taken, and the money placed thereon, ſhall be and remain veſted in the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, upon ſuch and the ſame truſts, and to and for ſuch and the ſame intents and purpoſes as are hereinbefore expreſſed or declared, or ſuch of them as ſhall then be ſubſiſting and capable of taking effect. (*Inſert the uſual power of appointing new Truſtees.*) AND it is hereby further agreed and declared, and the ſaid *Intended Husband* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and agree to and with the ſaid *Truſtees*, their heirs, executors, and adminiſtrators, and every of them, that in caſe at any time or times hereafter, during the intended coverture between the ſaid *Intended Husband* and *Intended Wife*, any real, perſonal, or mixed eſtates and effects, or any other kind or quality of eſtates and effects ſhall come to or veſt in the ſaid *Intended Wife* or the ſaid *Intended Husband*, in her right at law or in equity, by de-

vi-

As to the reſidue of the premiſes abſolutely to the gentleman.

Proviſion for changing the ſecurities.

The huſband covenants to ſettle any new acquired property of the lady to the uſes of this ſettlement.

viſe, deſcent, gift, or otherwiſe, that the ſame ſhall be conveyed and aſſigned from time to time without any delay, by the ſaid *Intended Husband*, his executors, or adminiſtrators and the ſaid *Intended Wife*, unto the uſe of the ſaid *Truſtees*, or the *Truſtees* or *Truſtee* for the time being, for the purpoſes aforeſaid, their heirs, executors, and adminiſtrators, reſpectively, according to the nature and quality of ſuch eſtate or eſtates, reſpectively, upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinbefore declared or expreſſed, or ſuch of them as ſhall be then ſubſiſting or capable of taking effect, or as nearly agreeably thereto as the nature and quality of ſuch eſtate or eſtates will admit of, except ſo far as relates to the levying and raiſing and paying the ſaid ſum of £.1000, in the event hereinbefore mentioned. (*Let the* Intended Husband *alſo covenant for quiet enjoyment, and for further aſſurance, and add the common indemnifications particularly favouring the mortgagor.*) IN WITNESS, &c.

I have been favoured with a ſight of opinions of very recent dates and currency long eſtabliſhed, one of which was delivered by a counſel who holds a conſpicuous poſt at the Chancery-Bar, deciſively declaring, that were there is an hand pointed out to receive money, (whether it be truſt or proper money) ſuch hand is competent to give a receipt for the ſame, and that the perſon, paying the money need not concern themſelves about the application thereof. Whilſt ſuch reſpectable opinions are afloat, I ſhall not take upon me to ſay that the clauſe uſually inſerted in deeds in favour of perſons who may have occaſion to pay money by virtue of its truſts, is abſolutely neceſſary. However I feel myſelf free to obſerve, that as I have lately heard different ſentiments to the former delivered by a Barriſter, whoſe opinions I have been taught to revere and conſider in the light of forenſic authorities, I ſhould not conſider a deed as carefully penned that did not contain ſuch a clauſe. Allow me then to adviſe the Reader to be upon his guard, particularly whenever he may have occaſion to make money ſecured on mortgages the ſubject of marriage ſettlements, leſs he implicate the mortgagor in queſtions which may ariſe on a ſubject which for many years paſt hath been involved in the niceſt and moſt ſubtile diſtinctions. For which purpoſe he may make the aſſignment of the mortgage-money to the truſtees by a ſeparate deed, which ſhould contain a declaration that their receipts for the mortgage-money ſhall be valid in every reſpect, and that the perſons receiving the ſame need not concern themſelves about the application of the money for which ſuch receipt ſhall be reſpectively given. If this plan be adopted, an advantage may not only reſult to the mortgagor by being ſecured againſt an implication in the truſts of the ſettlement, and having the deed in his own cuſtody to pave the courſe of his title, but an advantage may alſo reſult to the perſons intereſted in the ſettlement, by keeping the contents of the ſettlement from the knowledge of the mortagor and thoſe claiming under him. As to the doctrine of law concerning the obligation of ſeeing to the application of money, ſee Shep. Touch. 440. Plow. 543. 545. 2 P. W. 248. 150. 2 Vern. 244. pl. 616. Gilb. Rep. 113. 1 Atk. 463. Barnard. C. C. 78. 8 Atk. 335. 1 Ver. 173. 215. 2 Ch. Ca. 115. 221. 2 Vern. 5. Bro. Ch. Ca. 186. 1 Bro. Appendix, 11. 2.

J. B. B.

Settle-

Settlement of conſiderable Real and Perſonal Property, the Title to which is derived through ſeveral Wills, Settlements, an Act of Parliament, and other Aſſurances, which are neatly recited. This Settlement not only provides for the preſent Couple and their Iſſue, but likewiſe for ſuch Iſſue as the Lady may have by any future Husband, and comprehends Aſſignments of Terms to attend the Inheritance, and much other Matter, abſtracted in the Margin.

[N. B. The leading Caſes ſhewing the nature of Terms are Whitchurch and Whitchurch, 2 P. W. 236. 9 Mod. 124, Gilb. Rep, 168. Villiers and Villiers, 2 Atk. 7. Hoole *v.* Sales, 2 Williams, 329. Willoughby and Willoughby, 1 T. R. 763. and ſee 1 Bro. Cha. Ca. 69. and Powell on Mortgages, Ch. 5.]

THIS INDENTURE of eight parts, made, &c. BETWEEN *the Husband* and *the Wife*, late *Ann Spinſter*, a minor, of the age of twenty years and upwards, of the firſt part; *Truſtees appointed by the Act of Parliament, hereinafter recited*, of the ſecond part; *A ſurviving Truſtee and Aſſignor of a Term of one thouſand years in the freehold eſtates intended to be hereby ſettled under and by virtue of the ſettlement made upon the marriage of the late deceaſed Father of the ſaid Wife*, of the third part; *Truſtees named in the Will of the ſaid deceaſed Father, and Aſſignors of a term of five hundred years*, of the fourth part; *Truſtees to ſupport contingent Remainders*, of the fifth part; *Truſtees for raiſing Portions for the Iſſue of the preſent marriage*, of the ſixth part; *Truſtees for raiſing Portions for the Iſſue by any future Husband*, of the ſeventh part; and *the Aſſignee of the Terms* of the eighth part, WHEREAS *A B* late of, &c. deceaſed, in and by his laſt will and teſtament, in writing duly executed and atteſted in the manner preſcribed by law for paſſing real eſtates, and bearing date on or about the thirteenth day of July, one thouſand ſeven hundred and thirty-five, did give and deviſe ALL his eſtates at *C* and *D* to certain *Truſtees* therein named for a term of five hundred years, to commence from the day of his deceaſe, upon the truſts therein expreſſed: AND WHEREAS, by indenture bearing date on or about the ſeventeenth day of Auguſt, one thouſand ſeven hundred and fifty-three, and expreſſed to be made between the *Surviving Truſtees under the ſaid Will of the ſaid B*,

Parties.

Recite a devise to trustees for 500 years,

and an assignment from said trustees of said term.

A B, of the firſt part; *E F* therein named, of the ſecond part; *G H* therein named, of the third part; *R B* and *M B*, therein named, of the fourth part; *the Grandfather of the ſaid Wife*, of the fifth part; *I I*, therein named, of the ſixth part; and *I K*, therein named, of the ſeventh part; they the ſame *Surviving Truſtees*, did, in purſuance of the truſts repoſed in them by the will of the ſaid *A B*, and in obedience to the decree of the High Court of Chancery therein recited, bargain, ſell and aſſign to the ſaid *Grandfather*, his executors, adminiſtrators, and aſſigns, the manors of C and D, the rectory of D, and the advowſon of the vicarage of D, and all and ſingular, the leaſehold meſſuages, lands, and tenements in C and D, and the undivided parts or ſhares of the fiſhing at ———, which we are hereinafter more particularly deſcribed, and are intended to be hereby aſſigned, with the appurtenances to ſame belonging, *To hold* unto the ſaid *Grandfather*, his executors, adminiſtrators, and aſſigns, for the remainder of the aforementioned term of five hundred years, created by the will of the ſaid *A B* as aforeſaid: AND WHEREAS the ſaid *Grandfather* did, by his laſt will and teſtament in writing, duly executed and atteſted, and bearing date on or about the ſeventh day of Auguſt, one thouſand ſeven hundred and ſeventy, give and deviſe unto his ſon, the late father of the ſaid wife, all the reſidue of his perſonal eſtate, comprehending the premiſes aſſigned to him by the ſaid laſt recited indenture, and did appoint the ſaid *Father* and *M N* therein named and long ſince deceaſed, executor and executrix of the ſame: AND WHEREAS by indenture of bargain and ſale and releaſe, bearing date reſpectively on or about the ſecond or third days of February, one thouſand ſeven hundred and ſeventy-three, the releaſe being alſo an aſſignment, &c. of ſeven parts, and expreſſed to be made between *N O*, therein named, of the firſt part, the ſaid *Father*, of the ſecond part; *P Q* ſpinſter, now the widow and relict of the ſaid *Father*, of the third part; *R Q*, widow, ſince deceaſed, the mother of the ſaid *P Q*, widow, of the fourth part; *R S*, one of the *Truſtees* under the act, of the fifth part; *S T* and *T V*, of the ſixth part; and the *ſaid ſurviving Truſtee and Aſſignor and his Companion*, of the ſeventh part. In conſideration of the marriage then intended and ſolemnized betwen the ſaid *Father* and his *now Widow*, ſince deceaſed, *all and ſingular* the ſaid manors, rectory, advowſon

The will of the grandfather, bequeathing the reſidue of his perſonals to his ſon.

A conveyance by bargain and ſale and releaſe, the releaſe being alſo an aſſignment of the eſtates comprized in ſaid term, in truſt, to raiſe an annuity for the wife's mother for life.

vowſon, meſſuages, lands, tenements, ſhares of fiſhery, with the appurtenances, were aſſigned by the ſaid *Father* to the ſaid *R S and Companion*, their executors, adminiſtrators and aſſigns, for the remainder of the aforementioned term of five hundred years upon certain truſts therein mentioned, that is to ſay, UPON TRUST after the deceaſe of the ſaid *Father*, and after the determination of other truſts therein mentioned, by and out of the rents and profits of the ſame premiſes, or by mortgage of all or any part thereof for all or any part of the ſaid term of five hundred years, to raiſe the yearly ſum of £.800, free from all deductions, and pay the ſame unto the ſaid *Widow* or her aſſigns during her life, by four quarterly payments in manner therein mentioned, in nature of a jointure and in bar of dower, AND upon further truſt ſubject to the ſaid annuity of £.800, to ſtand poſſeſſed of the premiſes for all the remainder of the ſaid term of five hundred years, or ſo much thereof as ſhould not be diſpoſed of for the purpoſes aforeſaid, *In Truſt*, for the eldeſt and only ſon of the ſaid *Father* by *his now Widow*, as therein mentioned, and in default of ſuch male iſſue, *in truſt*, for the ſaid *Father*, his executors, adminiſtrators, and aſſigns: AND by the ſame indenture of releaſe now in recital, it is likewiſe witneſſed, that in further conſideration of the ſaid then intended marriage, and for other conſiderations therein mentioned, he the ſaid *Father did* grant, bargain, ſell, and releaſe unto the ſaid *R S and Companion* and their heirs, *all theſe* freehold manors and hereditaments therein and firſt hereinafter deſcribed, *to hold* to the ſaid *R S and Companion* and their heirs, to the uſes, intents, and purpoſes therein mentioned, that is to ſay, after the expiration of certain other uſes which have ſince determined, *to the uſe*, intent, and purpoſe to ſecure to the ſaid *Widow* and her aſſigns, after the deceaſe of the ſaid *Father*, her then intended husband, a clear annuity or yearly ſum of £.400, by way of jointure, during the term of her natural life, with ſuch powers and remedies as are thereby given for recovery thereof, and ſubject thereto, *to the uſe* of the ſaid *S T* and *T V*, for a term of ninety-nine years, for better ſecuring the ſame annuity, and ſubject thereto, *to the uſe* of the ſaid *Surviving Truſtee and Aſſignor and his Companion* deceaſed, for a term of one thouſand years, *in truſt*, after the deceaſe of the ſaid *Father*, or ſooner if he ſhould ſo direct, to raiſe the ſum of £.1000

To ſecure an annuity to the widow.

And ſubject thereto, in truſt, for the eldeſt or only ſon, and for want of male iſſue, to the Father's executors, &c.

Conveyance of freehold premiſes to ſecure the widow another annuity after the death of husband.

And ſubject thereto in truſt for 99 years for ſecuring ſame. Remainder to ſaid ſurviving truſtee of the 1st part, and companion for 1000

years, for raiſing childrens portions.

for the portion and portion of the child or children of the ſaid then intended marriage, not being an eldeſt or only ſon, to be paid and payable at ſuch time or times as the ſaid *Father* ſhould appoint, and in default of ſuch appointment, in caſe there ſhould be only one ſuch child, and ſuch child ſhould happen to be a daughter, to be paid to her at her age of twenty-one years, or day of marriage, which ſhould firſt happen after the deceaſe of the ſaid *Father*, and ſubject to the aforeſaid rent charge, and terms of years, and the truſts of the ſame terms *to the uſe* of the firſt and other ſons of the ſaid *Father* by his ſaid then intended wife, ſucceſſively in tail male, and in default of ſuch iſſue, *to the uſe* of the ſaid *Father*, his heirs, and aſſigns for ever. AND WHEREAS the ſaid *Father* did by his laſt will and teſtament in writing, executed and atteſted in due form of law for paſſing real eſtates, and bearing date on or about the nineteenth day of May, one thouſand ſeven hundred and eighty-one, give and deſire all his manors, meſſuages, lands, tenements, and hereditaments, as well freehold as copyhold, in the county of *N*, and all and every the meſſuages, lands, tenements, and hereditaments, as well freehold as copyhold, which were the eſtate of his then wife, before his intermarriage with her, in the county of S, unto the ſaid *Truſtees of the fourth part* and to their heirs and aſſigns, *upon truſt*, in the firſt place by and out of the rents, iſſues, and profits of his ſaid eſtates in N, to pay to or for the ſeparate uſe of each of his two ſiſters, one of them ſince deceaſed, an annuity of £.50 during their reſpective lives, at the times, and for the intents and purpoſes therein mentioned, and ſubject to the ſame truſts, and on failure of certain other truſts, (which, by reaſon of the teſtator having no ſon, and only one daughter, never took effect) *in truſt*, for his only daughter, the ſaid *Wife*, in tail general; and in default of iſſue of his ſaid daughter, *in truſt*, to pay or apply the rents and profits of the premiſes to or for the benefit of his brother, *James*, ſince deceaſed, during his life, and after his death, *in truſt*, for the firſt and other ſons of the ſaid *James*; and in default of ſuch iſſue, *in truſt* for his the ſaid teſtator's own right heirs for ever. AND the ſaid teſtator did by his ſaid will, provide and declare, that in caſe the ſaid daughter ſhould marry under twenty-one, without obtaining the conſent, in writing, of his ſaid *Wife* and the ſaid *Truſtees of the fourth part*, ſhe ſhould from henceforth be deemed

With remainders over.

The father's will recited, deviſing certain eſtates to truſtees to raiſe annuities for the benefit of his ſiſters.

And ſubject, &c. in truſt, for the preſent wife in tail general.

In default of iſſue to pay the rents, &c. to his brother, for life. Remainder in truſt for his iſſue male. Reverſion in teſtator.

deemed to be naturally dead without iſſue, and the truſts thereby limited in favour of her and her iſſue ſhould be void: AND the ſaid teſtator did likewiſe in, and by the ſaid will, give and deviſe and bequeath all his eſtate and intereſt in the ſaid ſeveral manors, rectory, advowſon, and hereditaments comprized in the aforementioned term of five hundred years, unto the ſaid *laſt mentioned Truſtees*, their executors, adminiſtrators, and aſſigns, *in truſt*, for the ſaid daughter, in caſe ſhe ſhould attain the age of twenty-one years, or be married, with ſuch conſent as aforeſaid, and for all and every his daughter and daughters which might be born in his life-time, or within due time after his deceaſe, and who ſhould attain the age of twenty-one years, or be married, with ſuch conſent as aforeſaid, their executors, adminiſtrators, and aſſigns, equally ſhare and ſhare alike, as tenants in common; and in caſe there ſhould be only one ſuch daughter, then *in truſt*, for ſuch only daughter, her executors, adminiſtrators, and aſſigns. AND WHEREAS the ſaid *Father* afterwards departed this life without revoking or altering his ſaid will, leaving his ſaid widow and the wife, (then of her ſingle name) his only child. AND WHEREAS the ſaid teſtator's brother *James* died without iſſue male, whereby the reverſion in fee ſimple immediately expectant on the eſtate tail, given to the ſaid wife by her ſaid late father's will, became abſolutely veſted in her the ſaid wife. AND WHEREAS by indenture of ſix parts, bearing date on or about the thirtieth day of July, one thouſand ſeven hundred and ninety-three, and expreſſed to be made between the late father of the *Husband*, of the firſt part; the ſaid *Huſband*, of the ſecond part; the ſaid *Wife*, of the third part; the ſaid *Widow her Mother*, of the fourth part; the ſaid *Truſtees under the Will*, of the fifth part; and the ſaid *Truſtees under the Act*, of the ſixth part, made and executed previous to, and in contemplation of the marriage then intended, and ſince duly had and ſolemnized between the ſaid *Husband* and *his now Wife*, with the conſent of *her Mother*, and of the ſaid *Truſtees under the Will*, which conſent was teſtified in writing, by their reſpectively executing the ſame indenture, they the ſaid *Father*, and the ſaid *Huſband his Son*, did, in contemplation of ſuch marriage, covenant with the ſaid *Truſtees under the Act of Parliament*, that immediately after the ſolemnization thereof, they would ſettle and aſſure (*Certain hereditaments in the counties*

Alſo a deviſe of the hereditaments comprized in ſaid term of 500 years, in caſe the preſent wife attained 21, and married as aforeſaid, for all his other daughters as tenants in common, if more than one;

and if but one, in truſt for that one.

The deaths of teſtator,

and of his brother.

Articles on the marriage of the preſent couple recited, and upon which the preſent ſettlement is for the moſt part founded.

of W and S, with the appurtenances), ſubject, nevertheleſs, to the payment of an annuity of £.500, by way of jointure for Dame *Sarah*, the widow of the late *Father of the Husband*, and to a power for him to charge the ſame with an additional jointure for her, not exceeding £.300 per annum, and alſo ſubject to the raiſing the ſum of £.600, and ſuch additional ſum or ſums, not exceeding £.400, as he ſhould appoint, for the portions of his daughters and younger ſons, and the reverſion and reverſions, remainder and remainders thereof to ſuch uſes, and upon ſuch truſts, for the benefit of the *late Father of the Husband*, the ſaid *Husband* and *Wife*, and of their iſſue, as in the ſame indenture are mentioned. AND it was alſo covenanted that after the ſolemnization of ſuch marriage, divers copyhold or cuſtomary hereditaments and certain leaſehold eſtates therein mentioned, ſhould be ſettled in the ſame manner as the freehold eſtates of the *ſame late Father and the Huſband* his ſon, were thereby agreed to be ſettled, or as nearly as the tenure would permit: AND in and by the ſaid indenture now in recital, it was agreed by the ſaid *Mother*, on behalf of her ſaid daughter, as far as ſhe might or could, and by the ſaid *Husband*, and by the ſaid *Wife*, ſo far as ſhe was competent in this behalf, that in caſe the ſaid then intended marriage ſhould take effect, endeavours ſhould be forthwith uſed, at the coſt and charge of the ſaid *Husband*, for obtaining an act of parliament for the purpoſe of ſettling and aſſuring the freehold manors and hereditaments which were comprized in the hereinbefore recited indenture of ſettlement, of the third day of February, one thouſand ſeven hundred and ſeventy-three, and which were thereby made ſubject to the ſaid annuity of £.400 to the ſaid *Widow* as aforeſaid, and are hereinafter particularly deſcribed, and all other the freehold meſſuages, lands, tythes, tenements, rents, and hereditaments, which alſo hereinafter deſcribed, and intended to be hereby releaſed, with the appurtenances, ſubject, nevertheleſs, as to as many, and ſuch part and parts thereof as were then, and ſtill are reſpectively liable thereto, to the ſaid annuity of £.400, payable to the ſaid *Mother*, and the ſaid annuity of £.50, payable to the ſaid *ſurviving Siſter*, by virtue of the will of the ſaid *Lady's Father* as aforeſaid, to the ſeveral uſes, upon the truſts, and for the intents and purpoſes therein expreſſed and declared, concerning the ſaid premiſes reſpectively, that is to ſay, *to the uſe* of two or more

And that it was agreed that an act of parliament ſhould be obtained for ſettling the premiſes as follows.

more truſtees to be nominated by the ſaid *Wife*, their executors, or adminiſtrators, for a term of ninety-nine years, to commence and be computed from the day of the ſolemnization of the ſaid then intended marriage, *upon truſt*, during the joint lives of the ſaid *Wife*, the ſad *Husband*, and the ſaid late *Father of the Husband*, to ſecure the payment of an annuity or clear yearly ſum of £.200, and after the deceaſe of the ſaid late *Husband's Father*, during the joint lives of the ſaid *Husband and his new Wife*, a like annuity or clear yearly ſum of £.300, in lieu of the before mentioned annuity of £.200, to be payable quarterly to ſuch perſon or perſons as ſhe ſhould, notwithſtanding her coverture, direct or appoint, in manner therein and hereinafter mentioned, and in default thereof, into her proper hands, by way of pin money, and ſubject to the ſame term and the truſts thereof, *to the uſe* of the ſaid *Husband* and his aſſigns, during the term of his natural life, without impeachment of waſte, and after the determination of that eſtate in the life-time of the ſaid *Husband*, *to the uſe* of *truſtees* and their heirs, during his life, *in truſt*, to preſerve contingent remainders, and after the deceaſe of the ſaid *Husband*, *to the intent* to ſecure to his *Wife* or her aſſigns, during the joint lives of herſelf and her *Mother*, an annuity or clear yearly ſum of £.600, and after the deceaſe of the longer liver of them and the *Husband*, a clear annuity or yearly ſum of £.1200, during the life of the ſaid *Wife*, the ſaid reſpective annuities of £.600 and £.1200 to be payable quarterly, as therein mentioned, and with ſuch powers and remedies for recovering the arrears thereof, as are hereinafter reſerved and limited in that behalf, and ſubject to the laſt-mentioned annuities of £.600 and £.1200, and the powers and remedies for recovering the ſame, *to the uſe* of two or more truſtees to be nominated by the ſaid *Wife*, their executors, adminiſtrators, or aſſigns, for a term of one hundred years, to be computed from the deceaſe of the ſaid *Husband*, without impeachment of waſte, *upon truſt*, for better ſecuring the ſaid two laſt-mentioned annuities, in manner therein and hereinafter mentioned, and ſubject as aforeſaid, *to the uſe* of two or more truſtees, their executors, or adminiſtrators, for a term of one thouſand years, to commence from the day of the deceaſe of the ſaid *Husband*, without impeachment of waſte, for the purpoſe of raiſing the aftermentioned portions for the daughters and younger ſons of

the ſaid then intended marriage, in addition to certain portions thereby agreed to be raiſed out of the eſtates of the ſaid late *Father of the Husband*, and the ſaid *Husband*, and ſubject to the ſaid term of one thouſand years, and the truſts thereof, *to the uſe* of the firſt and other ſons of the ſaid *Wife* by the ſaid *Husband*, ſucceſſively, in tail male, with remainder to the uſe of the ſaid *Wife* and her aſſigns, during the term of her natural life, without impeachment of waſte, with remainder in caſe of the determination of that eſtate during her life, *to the uſe* of truſtees and their heirs during her life, to ſupport contingent remainders; and after the deceaſe of the ſaid *Wife*, *to the uſe* of any husband whom ſhe may happen to marry, after the deceaſe of the ſaid *preſent Husband*, and who may ſurvive her, for and during the term of his natural life; and after the determination of that eſtate in his life-time, *to the uſe* of truſtees and their heirs, during the life of ſuch after-taken husband, *upon truſt*, to preſerve contingent remainders, with remainder *to the uſe* of the only daughter, or of all and every, or ſuch one or more of the daughters of the ſaid *Wife* by the ſaid *preſent Husband*, and of the only child, or of all and any ſuch one or more of the children of the ſaid *Wife*, to be begotten by any future husband, whether male or female, or both, for ſuch eſtate or eſtates, intereſt or intereſts, in ſuch ſhares and proportions, ſort, manner, and form, and ſubject to ſuch charge or charges, limitations, or conditions, or without being ſo ſubject as the ſaid *Wife* ſhall appoint, in manner hereinafter mentioned, and in default of ſuch direction, limitation, or appointment, and in the mean time and until any ſuch ſhall be made, or take effect, and as to ſo much of the eſtates or intereſts therein which ſhall not be thereby completely diſpoſed of, to the uſe of two or more truſtees, their executors and adminiſtrators, for a term of one thouſand five hundred years, to be computed from the deceaſe of the ſaid *Wife*, *upon truſt*, in caſe of ſuch failure of iſſue male of the ſaid *Wife* by the ſaid *Husband* as aforeſaid, to raiſe the after-mentioned portions for the daughters and younger ſons of the ſaid *Wife* by any after-taken husband, and ſubject to the ſaid term of one thouſand five hundred years, and the truſts thereof *to the uſe* of the ſaid firſt and other ſons of the ſaid *Wife*, to be begotten by any future husband whom ſhe ſhall happen to marry after the deceaſe of the ſaid *Husband*, ſucceſſively, in tail male, with remainder

mainder *to the uſe* of ſuch perſon or perſons, and for ſuch eſtate or eſtates, intereſt or intereſts, and for ſuch intents or purpoſes in ſuch ſhares and proportions, ſort, manner, and form, and ſubject to ſuch charge or charges, conditions or limitations, or without being ſo ſubject as the ſaid *Wife* ſhall direct or appoint, in manner hereinafter mentioned, and in default of ſuch direction, limitation, or appointment, and in the mean time until any ſuch ſhall be made or take effect, and as to ſo much of the premiſes, or to the eſtate and intereſt therein which ſhall not be thereby completely diſpoſed of, *to the uſe and behoof* of the ſaid *Wife*, her heirs and aſſigns for ever. AND by the ſaid indenture now in recital, it was further agreed by the ſaid widow, on the behalf of the ſaid *Wife* her daughter, as far as ſhe might or could, and by the ſaid *Huſband* and the ſaid *Wife*, as far as ſhe was competent in that behalf, that in caſe the ſaid then intended marriage ſhould take effect, *all and ſingular* the copyhold and cuſtomary meſſuages, cottages, lands, tenements, and hereditaments of her the ſaid *Wife*, in the counties of N and S, or either of them ſhould be reſpectively ſurrendered, aſſigned, ſettled, and aſſured ſo and in ſuch manner as that the ſame might go and remain, and that the rents, iſſues, and profits thereof might be had, received, taken by the ſame perſon and perſons, and be applicable to the ſame uſes, intents, and purpoſes as were thereinbefore expreſſed concerning the freehold eſtates of the ſaid *Wife*, thereinbefore agreed to be ſettled, and that the ſame ſhould, together with and in aid of ſuch freehold premiſes, be liable to the ſame charges and payments, powers, proviſoes, and agreements as ſhould be limited, created, provided, expreſſed, and declared concerning the ſame freehold premiſes, in execution of the agreements herein contained, or as nearly agreeable thereto as the nature of the tenure, the intereſts of the parties, and the rules of law and equity would admit of: *And it was further agreed*, that the ſaid *Huſband* and the ſaid *Truſtees under the Will*, and all the neceſſary parties, ſhould with all convenient ſpeed after the ſolemnization of the then intended marriage, do and execute all ſuch acts, deeds, and things as ſhould be neceſſary for aſſigning and aſſuring of the leaſehold premiſes hereinbefore mentioned to have been aſſigned to the ſaid *Grandfather*, by the ſaid hereinbefore recited indenture of the ſeventeenth day of Auguſt, one thouſand ſeven hundred and

fifty-three, with the appurtenances to the ſame belonging, to two or more truſtees, for the remainder of ſuch term or terms of years, or other intereſts as ſhe the ſaid *Wife* or the ſaid *Huſband* in her right, or the ſaid *Truſtees under the Will*, or any other perſon or perſons in truſt for them or any of them, then had, or might become intitled to, therein, ſo, and in ſuch manner, and upon ſuch truſts as the ſame leaſehold premiſes might remain and go along with the freehold eſtates of the ſaid *Wife*, thereby agreed to be ſettled, and might be therewith held and enjoyed, and that the rents and profits thereof might be therewith had, received and taken by the ſame perſon or perſons, and be applicable to the ſame uſe and uſes, and be ſubject and liable to go with, and in aid of ſuch freehold premiſes, to the ſame charges and payments, and the ſame powers, proviſoes, and agreements as ſhould be limited, created, provided, expreſſed, and declared concerning ſuch freehold premiſes, in execution of the agreement therein contained, or as nearly agreeable thereto, and ſo far as, and as long as the rules of law and equity would permit, but ſo as no perſon who ſhould be intitled to an eſtate tail in ſuch freehold premiſes ſhould be intitled to an abſolute intereſt in ſuch leaſeholds, until ſuch perſon ſhould attain twenty-one years of age, or die and have iſſue, which ſhould firſt happen: *And it is* by the ſame indenture further declared by and between the ſeveral parties thereto, that in the reſpective ſettlements to be made, as well of the eſtates of the ſaid late *Father of the Huſband*, and the ſaid *Huſband* himſelf, as of the ſaid *Wife*, reſpectively, as aforeſaid, ſhould be inſerted and contained the common and uſual powers as hereby reſerved, for leaſing the ſame for twenty-one years, at the moſt improved rent, and with fine, and alſo for exchanging the ſame premiſes or any of them for other eſtates, and for enfranchiſing copyhold parts thereof, and for ſettling the ſame freehold, copyhold, and leaſehold premiſes for a valuable conſideration in money, to be inveſted in the purchaſe of other eſtates, in manner after-mentioned, and for inveſting ſuch monies in the mean time, on ſuch ſecurities as aftermentioned, and alſo powers for appointing new truſtees, and for the indemnification and reimburſement of truſtees, and all ſuch other powers, proviſoes, covenants, and agreements as are uſually inſerted in ſettlements of the like nature, and which

counſel ſhould adviſe in that behalf. AND WHEREAS by an act of parliament made and paſſed during the laſt ſeſſion, entitled "An Act for effecting a Settlement of the Freehold and Copyhold Eſtates of the *Wife*, purſuant to Articles executed previous to their Marriage, notwithſtanding her Infancy." *After reciting*, amongſt other things to the effect hereinbefore recited, and that the ſaid *Husband's Father* was dead, and that the ſaid *Son* was deſirous that the manors and hereditaments comprized in the ſaid laſt recited indenture, ſhould be ſettled in manner agreeably thereto; but that by reaſon of the infancy of the ſaid *Wife*, ſuch of her eſtates as are of freehold or copyhold tenure could not be ſo ſettled without the authority of parliamet, *It was enacted*, that all and ſingular the freehold manors, meſſuages, cottages, farms, lands, advowſons, tithes, rents, tenements, and hereditaments of her the ſaid *Wife*, in the ſeveral counties of N and S, in and by the above-recited indenture of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, covenanted and agreed to be ſettled to the uſes therein mentioned, or expreſſed ſo to be, with all and ſingular the rights, members and appurtenances to the ſame, reſpectively belonging, and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, and of every part thereof, ſhould from and after the ſecond day of June, one thouſand ſeven hundred and ninety-four, be ſettled upon, and veſted in the ſaid *Truſtees of the ſecond part*, their heirs and aſſigns, *to the uſe* of the ſaid *Truſtees* and their heirs, ſubject, nevertheleſs, as to ſuch of the premiſes as were reſpectively liable to the payment of the above mentioned rent charge, or yearly ſum of £.400 to the ſaid *Mother*, during her natural life, under and by virtue of the above recited indenture of the third day of February, one thouſand ſeven hunred and ſeventy-three, and to the powers and remedies thereby limited for better ſecuring the payment thereof, and alſo ſubject to the ſaid annuity of £.50 given by the will of the ſaid *Wife's Father*, deceaſed, to the ſaid *Siſter*, in manner afore mentioned; but nevertheleſs, upon the truſts, and for the intents and purpoſes therein and hereinafter expreſſed and declared, of and concerning the ſame, that is to ſay, *upon truſt*, that in caſe, and ſo ſoon as the ſaid ſeveral manors, and freehold, copyhold, and leaſehold meſſuages, cottages, mills, forges, lands, rectories, advowſons, tithes, tenements, and hereditaments of them

Recital of an act of parliament for effecting a ſettlement purſuant to ſaid recited articles.

them the ſaid *Husband* and his *late Father*, ſhould, to the ſatisfaction and good liking of the ſaid *laſt mentioned Truſtees*, or the ſurvivor of them, or his heirs, be well and effectually ſettled, conveyed and ſurrendered, aſſigned and aſſured to, for, and upon ſuch and ſo many of the uſes, truſts, ends, intents, and purpoſes, and with, under, and ſubject to ſuch and ſo many of the powers, proviſoes, limitations, and agreements in and by the ſaid hereinbefore recited indenture, bearing date on or about the ſaid thirtieth day of July, one thouſand ſeven hundred and ninety-three, expreſſed, declared, and agreed to be limited, of and concerning the ſame freehold, copyhold, and leaſehold premiſes reſpectively, as ſhould at the time of ſuch conveyance and ſettlement be exiſting undetermined and capable of taking effect, yet then, and in ſuch caſe, and immediately after the making and executing ſuch ſettlement or ſettlements as laſt mentioned, they the ſaid *laſt mentioned Truſtees*, or the ſurvivors of them, or his heirs ſhould convey, ſettle, and aſſure all and ſingular the freehold manors, meſſuages, cottages, farms, lands, advowſons, tithes, rents, tenements, and hereditaments thereby veſted in and ſettled upon them as aforeſaid, ſubject, nevertheleſs, to the charges or incumbrances then affecting the ſame, and hereinbefore mentioned, TO, for, and upon ſuch and ſo many of the uſes, truſts, ends, intents, and purpoſes, and with, under, and ſubject to ſuch and ſo many of the powers, proviſoes, limitations, and agreements in and by the ſaid hereinbefore recited indenture of the thirtieth day of July one thouſand ſeven hundred and ninety-three, expreſſed, declared, and agreed to be limited, of and concerning the ſame, as ſhould at the time of ſuch conveyance and ſettlement be exiſting, undetermined, and capable of taking effect *And it was further enacted*, that when and ſo ſoon as the afore mentioned freehold manors, meſſuages, cottages, farms, lands, advowſons, tithes, rents, tenements, and hereditaments of her the ſaid *Wife* ſhould be reſpectively limited and conveyed to, for, and upon the uſes, truſts, ends, intents, and purpoſes, and under and ſubject to the powers, proviſoes, declarations, limitations, and agreements afore mentioned, it ſhould be lawful for the ſaid *ſurviving Truſtee of the term of one thouſand years and his Companion, ſince deceaſed*, or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor, or ſuch other perſon or perſons in whom the term of one thouſand years, created and limited

mited of and in the ſame freehold premiſes, by virtue of the ſaid hereinbefore recited indenture of the third day of February, one thouſand ſeven hundred and ſeventy-three, ſhould be then veſted to aſſign over the ſame premiſes for the remainder of the ſaid term of one thouſand years which ſhould be then unexpired, to any perſon or perſons to be nominated by the ſaid *Husband* and *his Wife*, or by the ſurvivor of them, freed and diſcharged of and from the truſts expreſſed concerning the ſame term by the above recited indenture of releaſe, of the third day of February, one thouſand ſeven hundred and ſeventy-three, for raiſing and paying the ſum of £.10,000 hereinbefore mentioned, but nevertheleſs, to the intent and purpoſe that the ſame term might wait upon, and go along with the freehold, and inheritance of ſuch freehold premiſes thereby directed to be ſettled and conveyed in manner aforeſaid: *And it was further enacted*, that it ſhould be lawful for the ſaid *Husband* and *Wife*, and they were thereby required when and ſo ſoon as the freehold, copyhold, and leaſehold eſtates of the ſaid *Husband* ſhould have been ſettled and conveyed, in manner hereinbefore expreſſed concerning the ſame, notwithſtanding the infancy of the ſaid *Wife*, and in ſuch manner, and by the ſame ways and means as if ſhe were of full age, to ſurrender, convey, ſettle, and aſſure all and ſingular the copyhold and cuſtomary meſſuages, cottages, lands, tenements, and hereditaments of her the ſaid *Wife*, in and by the ſaid indenture of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, mentioned and agreed to be ſettled in manner aforeſaid, or expreſſed ſo to be, to, for, and upon ſuch and ſo many of the uſes, truſts, intents, and purpoſes, and with, under, and ſubject to ſuch and ſo many of the powers, proviſoes, limitations, and declarations in and by the ſame indenture, mentioned or agreed to be limited concerning ſuch copyhold or cuſtomary premiſes reſpectively as ſhould be then exiſting undetermined or capable of taking effect. AND WHEREAS all and ſingular the freehold, cuſtomary copyhold and leaſehold manors, meſſuages, cottages, mills, forges, lands, rectories, advowſons, tithes, tenements and hereditaments, late of the ſaid *Huſband* and his *deceaſed Father*, in the ſaid indenture of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, covenanted and agreed to be ſettled to the uſes therein mentioned, have by divers deeds, ſurrenders or other aſſurances in

And that certain hereditaments comprized in the deed of the 30th of July, 1793, have been ſettled to the good liking of the truſtees under the act.

in the law, been well and effectually and to the ſatisfaction and good liking of the ſaid *Truſtees under the Act*, (teſtified by their being reſpectively made parties to and executing theſe preſents) ſettled, conveyed, ſurrendered, aſſigned and aſſured to, for and upon ſuch and ſo many of the uſes, truſts, ends, intents and purpoſes, and with, under and ſubject to ſuch and ſo many of the powers, proviſoes, limitations and agreements, in and by the ſaid indenture of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, agreed to be limited of and concerning the ſame reſpectively, as are now exiſting, undetermined and capable of taking effect. NOW THIS INDENTURE WITNESSETH, that in purſuance of the covenants and agreements contained in the ſaid hereinbefore recited indenture of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, and in conſideration of the ſettlement hereinbefore mentioned to have been made of the eſtates of the ſaid *Huſband*, and in obedience to the directions contained in the ſaid hereinbefore recited Act of Parliament in this behalf, and in conſideration of the ſum of ten ſhillings of lawful money of Great Britain by the ſaid *Truſtees for ſupporting contingent remainders* in hand paid to the ſaid *Truſtees under the Act* on or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, they the ſaid laſt mentioned *Truſtees*, with the conſent and by the direction of the ſaid *Huſband* and *Wife*, teſtified by their being parties to and executing theſe preſents, HAVE, and each of them HATH bargained, ſold and releaſed, and by theſe preſents DO and each of them DOTH bargain, ſell and releaſe unto the ſaid *Truſtees for ſupporting contingent remainders*, in their actual poſſeſſion, now being by virtue of a bargain and ſale to them thereof made by the ſaid *Truſtees under the Act*, for five ſhillings conſideration by indenture bearing date the day next before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion. (*Here deſcribe the manors and other hereditaments which were comprized in the hereinbefore mentioned ſettlement, made on the marriage of the Father of the Wife with his now Widow, and were thereby made ſubject to the ſaid Annuity of £.400 part of her jointure*). *And likewiſe the freehold manors,*

The preſent ſettlement.

Operative words.

Mention of bargain and ſale.

muſ-

meſſuages, advowſons, lands, tenements, rents and hereditaments in the ſaid ſeveral counties of N and S, which were comprized in the ſaid hereinbefore recited indentures of the thirtieth day of July, one thouſand ſeven hundred and ninety-three, and which by virtue of the Act of Parliament hereinbefore recited, were and are now veſted in the ſaid Truſtees of the ſecond part, and their heirs, upon the truſts hereinbefore expreſſed, or were meant and intended ſo to be, with all and ſingular the rights, members and appurtenances to the ſame premiſes reſpectively belonging or in anywiſe appertaining); and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof, and all the eſtate, right, title and intereſt, uſe, truſt, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *Truſtees under the Act* reſpectively of, in, to, or out of the ſame premiſes or any part thereof, TO HAVE AND TO HOLD all and ſingular the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſes unto the ſaid *Truſtees for ſupporting contingent Remainders*, and their heirs and aſſigns, (ſubject only as to many and ſuch part and parts of the ſame premiſes as are now reſpectively liable thereto to the ſaid annuity of £.400, payable to the ſaid *Mother*, and the term of ninety-nine years for ſecuring the payment thereof, and to the ſaid annuity of £.50 payable to the ſurviving ſiſter as aforeſaid), TO THE USES upon the truſts, and for the intents and purpoſes, and with, under, and ſubject to the powers, proviſoes, declarations, and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame premiſes reſpectively, that is to ſay, TO THE USE of the ſaid *Truſtees under the Act*, their executors and adminiſtrators for and during, and unto the full end and term of ninety-nine years, to be computed from the day of the ſolemnization of the ſaid marriage between the ſaid *Huſband and Wife*, UPON TRUST during the joint lives of the ſaid *Huſband and Wife*, to levy and raiſe by and out of the rents, iſſues and profits of the premiſes comprized in the ſame term, or by mortgage, ſale or other diſpoſition thereof, or of any part thereof for all or any part of the ſame term, or by any other ways or means whatſoever, one annuity or clear yearly ſum of £.300 of lawful money of Great Britain, clear of all deductions and beyond all reprizes

Habendum.

To the uſe of the truſtees under the act for 99 years.

Upon truſt to raiſe an annuity of 300l. during the joint lives of the huſband and wife.

prizes for or on account of any tax, matter or thing already ſubſiſting or which may hereafter be impoſed or take effect under authority of parliament or otherwiſe howſoever, whether the ſame be of the nature of thoſe now in being, or of any other kind or nature whatſoever, by even and equal quarterly payments on the four moſt uſual feaſts or days of payment in the year, that is to ſay, on Lady-day, Midſummer-day, Michaelmas-day, and Chriſtmas-day in every year, the firſt payment to be computed as due on the firſt of the ſaid days which happened after the deceaſe of the ſaid late father of *the Husband*. AND

And pay the ſame as the lady ſhall by writing appoint.

UPON TRUST, to pay the ſame annuity or yearly ſum from time to time to ſuch perſon or perſons, and for ſuch intents and purpoſes as the ſaid *Wife* ſhall, notwithſtanding her coverture by any writing or writings under her hand, direct or appoint, and when and ſo often as no ſuch direction or appointment ſhall be made or in force, IN

And in default of appointment to herſelf for pin money.

TRUST to pay the ſame into the proper hands of the ſaid *Wife*, by way of pin money for her own ſole and ſeparate uſe, to the intent that the ſame may not be ſubject or liable to the debts, controul or engagements of the ſaid preſent or any future *Husband* with whom ſhe may happen to intermarry after his deceaſe. AND it is hereby de-

Whoſe receipts ſhall be good diſcharges.

clared, that the receipt or receipts of the ſaid *Wife*, and of ſuch perſon or perſons as ſhe ſhall appoint to receive the ſame, ſhall from time to time, notwithſtanding her coverture, be a good and ſufficient diſcharge and diſ-

Proviſo of ceſſer in regard to the 99 years term.

charges for ſuch annuity. PROVIDED ALWAYS, and it is hereby declared by and between all the ſaid parties to theſe preſents, that from and immediately after the deceaſe of either of them the ſaid *Husband and Wife*, and after all arrears which ſhall be then due of the ſaid annuity or yearly ſum of £.300, together with all coſts, charges and expences attending the execution of the truſts of the ſaid term of ninety-nine years, ſhall be duly paid and ſatisfied then and from thenceforth, the ſaid term of ninety-nine years of and in the hereditaments and premiſes therein compriſed, or ſo much thereof as ſhall not be diſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the con-

And after the determination thereof.

trary thereof in anywiſe notwithſtanding. AND AS TO, FOR AND CONCERNING the ſaid ſeveral manors, meſſuages, lands, tenements, hereditaments and premiſes

from

from and after the determination of the ſaid term of ninety-nine years and ſubject thereto, and to the truſts thereof, in the mean time, TO THE USE of the ſaid *Husband* and his aſſigns, for and during the term of his natural life, without impeachment of waſte, other than wilful and permiſſive waſte in pulling down houſes or ſuffering the ſame to run to decay without repairing or rebuilding the ſame; and from and after the determination of that eſtate by forfeiture or otherwiſe in the life-time of the ſaid *Husband*, TO THE USE of the ſaid *Truſtees to preſerve contingent Remainders* and their heirs during the life of the ſaid *Husband*, IN TRUST to ſupport and preſerve the contingent uſes and eſtates hereinafter limited, of and concerning the ſame premiſes from being defeated and deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall require; but nevertheleſs to permit the ſaid *Husband* and his aſſigns, during his life, to receive and take the rents, iſſues and profits of the ſame premiſes to and for his and their own uſe and benefit; and from and after the deceaſe of the ſaid *Husband*, TO THE USE, INTENT AND PURPOSE, that the ſaid *Wife* and her aſſigns ſhall and may, from time to time, during the joint lives of herſelf and her mother, in caſe they ſhall be both then living, have, receive and take one annuity or clear yearly ſum of £.600 of lawful money of Great Britain, to be iſſuing, going and payable out of and to be charged and chargeable upon all and ſingular the ſaid manors, meſſuages, farms, lands, tenements, hereditaments and premiſes expreſſed to be hereby granted and releaſed, and to be paid and payable to the ſaid mother as aforeſaid, by quarterly payments on the ſeveral feaſts or days of payment abovementioned in every year, by even and equal portions without any deduction or abatement whatſoever to be made thereout, for or on account of any tax, matter or thing already exiſting or hereafter to be impoſed or take effect as aforeſaid, the firſt payment of the ſaid annuity or yearly ſum of £.600 to begin and be made on ſuch the ſaid days as ſhall next happen after the deceaſe of the ſaid *Husband*, during the joint lives of the ſaid *Wife* and her mother. AND TO THIS FURTHER USE, INTENT AND PURPOSE, that in caſe the ſaid *Wife* ſhall ſurvive the longer liver of her *Mother* and her *Husband*, ſhe the ſaid *Wife* and her aſſigns may from and after the deceaſe of ſuch longer liver during

To the huſband for life.

Remainder to truſtees, to ſupport, &c.

Remainder to the intent that the lady may receive an annuity of 600l. during the joint lives of herſelf and mother.

And if ſhe ſurvive her huſband and mother to receive an annuity of 1,200l. in lieu of the former 600l.

ring her natural life, have, receive, take and enjoy a like annuity or yearly ſum or £.1200 of lawful money aforeſaid, in lieu of the ſaid annuity or yearly ſum of £.600 laſt hereinbefore mentioned, which ſaid annuity or yearly ſum ſhall be charged and chargeable upon and iſſuing and payable out of the ſaid ſeveral manors and hereditaments laſt hereinbefore mentioned, without any deduction or abatement for or in any reſpect whatſoever, as hereinbefore more particularly expreſſed, by like equal quarterly payments on the ſaid ſeveral feaſt days hereinbefore mentioned, the firſt quarterly payment of which ſaid annuity of £.1200 ſhall be made on ſuch of the ſaid days as ſhall happen next after the deceaſe of the ſurvivor of them the ſaid *Mother* and *Huſband*, AND it is hereby declared, that the ſaid laſt mentioned ſeveral annuities of £.600 and £.1200 for the time being, ſhall be paid and payable unto the ſaid *Wife*, (in addition to the ſeveral annuities of £.600 and £.300 made payable to her for the time being out of the eſtates of the ſaid *Huſband*, by the ſettlement made thereof as aforeſaid); AND TO AND FOR THIS FURTHER USE, INTENT AND PURPOSE, that in caſe any quarterly payment of the ſaid annual ſum or yearly rent charge of £.600 or £.1,200 payable for the time being, or any part thereof, ſhall at any time or times be in arrear and unpaid for the ſpace of twenty-one days next after any of the ſaid feaſts or days whereon the ſame ought to be paid as aforeſaid, then and in ſuch caſe and ſo often from time to time, it ſhall and may be lawful to and for the ſaid *Wife* and her aſſigns, into and upon the ſaid ſeveral manors, meſſuages, farms, lands, tenements, hereditaments and premiſes, and into and upon every or any part thereof to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found to take, lead, drive, carry away and impound and in pound to detain and keep until all ſuch arrears and all coſts and charges, damages and expences attending the taking and keeping ſuch diſtreſs and diſtreſſes ſhall be fully ſatisfied and paid, and in default of payment thereof or of any part thereof, within five days after ſuch diſtreſs or diſtreſſes ſhall be ſo taken, to appraiſe and ſell, or diſpoſe of the ſame diſtreſs or diſtreſſes, or otherwiſe act therein according to law and in like manner as in caſes of diſtreſſes taken for non-payment of rents reſerved on common leaſes, ſuch entry when made to be good and valid whether there ſhall be or ſhall be not ſufficient

Powers of entry and diſtreſs.

cient diſtreſſes on the premiſes. AND TO AND FOR THIS FURTHER USE, INTENT AND PURPOSE, that in caſe any ſuch quarterly payment of the ſaid laſt mentioned annual ſums or yearly rent charges of £.600 and £.1,200 or any part thereof, ſhall be in arrear and unpaid for the ſpace of twenty-eight days next after any of the ſaid feaſts or days of payment, whereon the ſame ought to be paid as aforeſaid, the ſame being firſt lawfully demanded, then and from thenceforth and ſo often from time to time, it ſhall and may be lawful to and for the ſaid *Wife* and her aſſigns, into and upon the ſaid ſeveral manors, meſſuages, farms, lands, tenements, hereditaments and premiſes, or any part thereof, in the name of the whole to enter, and the ſame to have, hold, occupy, poſſeſs and enjoy, and the rents, iſſues and profits thereof, and of every part thereof, to have, receive and take to and for her and their own uſe and benefit, until ſhe or they ſhall be therewith or thereby or otherwiſe fully ſatisfied and paid all ſuch arrears which ſhall be due at the time of ſuch entry or reſpective entries, or which ſhall grow due and incur during ſuch time as ſhe the ſaid *Wife* or her aſſigns ſhall by virtue of ſuch entry or entries be in poſſeſſion of the ſaid premiſes, together with all charges, damages and expences attending or to be occaſioned by the non-payment or the recovery of the ſaid two ſeveral annual ſums or yearly rent charges of £.600 and £.1,200 reſpectively, or any part thereof or in relation thereto, ſuch poſſeſſion when taken to be without impeachment of waſte; AND AS TO, FOR AND CONCERNING the ſaid manors and hereditaments from and after the deceaſe of the ſaid *Husband*, and ſubject and without prejudice to the ſaid ſeveral annuities of £.600 and £.1,200 for the time being, and the powers and remedies hereby given for recovery thereof, TO THE USE of the ſaid *Truſtees under the Act*, their executors, adminiſtrators and aſſigns, for and during and unto the full end and term of one hundred years, to commence and be computed from the day of the deceaſe of the ſaid *Husband*, and fully to be complete and ended without impeachment of waſte, but nevertheleſs upon the truſts and to and for the intents and purpoſes and ſubject to the powers, proviſoes, declarations and agreements hereinafter expreſſed and declared, of and concerning the ſame term; and from and after the end, expiration, or other ſooner deter-

And perception of the rents.

And after the ceaſe of the huſband to ſaid truſtees for 100 years.

Remainder to other truſtees for 1000 years.

determination of the ſaid term of one hundred years, and in the mean time ſubject thereto and to the truſts thereof, TO THE USE of the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, for and during and unto the full end and term of one thouſand years, from thence next enſuing and fully to be complete and ended without impeachment of waſte, but nevertheleſs, upon the truſts, and to and for the intents and purpoſes hereinafter expreſſed and declared, of and concerning the ſame term; and from and immediately after the end, expiration, or other ſooner determination of the ſame term of one thouſand years, and in the mean time ſubject thereto, and to the truſts thereof, TO THE USE of the firſt or only ſon of the ſaid *Wife*, by the ſaid *Husband* begotten, or to be begotten, and of the heirs male of the body of ſuch firſt or only ſon lawfully iſſuing, and for default of iſſue male of a firſt ſon, TO THE USE of the ſecond, third, fourth, fifth, and all and every other the ſons of the ſaid *Wife*, by the ſaid *Husband* to be begotten, ſeverally, ſucceſſively, and in remainder one after another, as they and every of them ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs male of the ſeveral and reſpective bodies of all and every ſuch ſon and ſons lawfully iſſuing, the elder of ſuch ſons, and the heirs male of his body being always preferred and to take before a younger ſon and the heirs male of his body, and for default of all ſuch iſſue, TO THE USE of the ſaid *Wife* and her aſſigns, for and during the term of her natural life, without impeachment of or for any manner of waſte other than wilful and permiſſive waſte as aforeſaid, in lieu of the annuities or yearly ſums of £.600 and £.1200, provided for her by theſe preſents, but in addition to the jointure ſecured and made payable to her out of the eſtates of the ſaid *Husband*; and from and after the determination of that eſtate, by forfeiture or otherwiſe, in the life-time of the ſaid *Wife*, TO THE USE of the ſaid *Truſtees to ſupport contingent Remainders* and their heirs, during the life of the ſaid *Wife*, IN TRUST, to ſupport and preſerve the contingent uſes and eſtates hereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion may require, but nevertheleſs, to permit and ſuffer the ſaid *Wife* and her aſſigns, during her life, to receive and take the rents, iſſues, and profits of the ſame premiſes, to and for her and their

Remainder to the firſt ſon, in tail, with like remainders throughout all the ſons.

Remainder to the wife for life.

Remainder to truſtees to ſupport, &c.

their own uſe and benefit; and from and after the deceaſe of the ſaid *Wife*, TO THE USE of any future husband with whom the ſaid *Wife* may happen to intermarry after the deceaſe of the ſaid *Husband*, and who may happen to ſurvive her the ſaid *Wife*, and of his aſſigns for and during the term of his natural life, without impeachment of waſte, except as aforeſaid; and from and after the determination of that eſtate, by forfeiture or otherwiſe, in the life-time of ſuch after taken husband, TO THE USE of the ſaid *laſt mentioned Truſtees* and their heirs, during the life of ſuch after taken husband, upon truſt, to preſerve the contingent uſes and eſtates hereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions, as the caſe may require, but nevertheleſs, to permit and ſuffer ſuch after taken husband and his aſſigns to receive and take the rents, iſſues, and profits of the ſame premiſes to and for his and their own uſe and benefit; and from and after the deceaſe of ſuch after taken husband, TO THE USE of the only daughter, or of all and every or ſuch one or more of the daughters of the ſaid *Wife*, by the ſaid *Husband* begotten, or to be begotten, and of the only child, or of all and every, or ſuch one or more of the children of the ſaid *Wife* to be begotten by any future husband, whether male or female, or both, for ſuch eſtate or eſtates, intereſt or intereſts, in ſuch ſhares and proportions, ſort, manner, and form, and with, under, and ſubject to ſuch charge or charges, limitations or conditions, or without being ſo ſubject, as the ſaid *Wife* ſhall at any time or times, and as often as ſhe ſhall think fit, whether ſole or under coverture, by any deed or deeds, inſtrument or inſtruments in writing, ſealed and delivered by her in the preſence of two or more witneſſes, thereby reſerving or not reſerving to herſelf a power of revocation and new appointment, or by her laſt will and teſtament in writing, or any writing or writings in the nature of a will, or any codicil or codicils duly executed by her, in the preſence of three or more witneſſes, direct, limit, or appoint; and in default of ſuch direction, limitation, or appointment, and in the mean time and until any ſuch ſhall be made, and as to ſo much of the premiſes, or of the eſtate or intereſt therein, which ſhall not be thereby completely diſpoſed of, TO THE USE of *Truſtees*, their executors and adminiſtrators, for and during and unto the full end and term of one thouſand five hundred years, to

Remainder to any future husband for life.

Remainder to truſtees to ſupport, &c.

Remainder to the daughters of any future husband, as lady ſhall by deed or will appoint.

Remainder to other truſtees for 1500 years.

commence and be computed from the day of the deceaſe of the ſaid *Wife*, and fully to be complete and ended, but nevertheleſs, upon the truſts, and to and for the intents and purpoſes hereinafter expreſſed and declared, of and concerning the ſame term; and from and after the end, expiration, or other ſooner determination of the ſaid term of one thouſand five hundred years, and in the mean time ſubject thereto, and to the truſts thereof, TO THE USE of the firſt or only ſon of the ſaid *Wife*, to be begotten by any future husband, and of the heirs male of the body of ſuch firſt or only ſon, lawfully iſſuing; and for default of ſuch iſſue of a firſt ſon, TO THE USE of the ſecond, third, fourth, fifth, and all and every other the ſons of the ſaid *Wife*, by any ſuch future husband as aforeſaid, to be begotten ſeverally, ſucceſſively, and in remainder, one after another, as they ſhall reſpectively be in priority of birth and ſeniority of age, and of the ſeveral and reſpective heirs male of the ſeveral and reſpective bodies of all and every ſuch ſon and ſons, lawfully iſſuing, the elder of ſuch ſons, and the heirs male of his body being always preferred, and to take before a younger ſon and the heirs male of his body; and for default of ſuch iſſue, to the uſe of ſuch perſon or perſons for ſuch eſtate or eſtates, intereſt or intereſts, to and for ſuch intents and purpoſes, in ſuch ſhares and proportions, ſort, manner, and form, and under and ſubject to ſuch charge or charges, conditions or limitations, or without being ſo ſubject as the ſaid *Wife* ſhall at any time or times, and as often as ſhe ſhall think fit, whether ſole or under coverture, by any deed or deeds, writing or writings revocable or irrevocable, or by her laſt will and teſtament in writing, or any writing or writings in the nature of a will, or any codicil or codicils to be executed and atteſted in manner laſt hereinbefore mentioned, direct, limit, or appoint; and in default of ſuch direction, limitation, or appointment, and in the mean time, and until any ſuch ſhall be made, and as to ſo much of the premiſes and the eſtate and intereſt therein which ſhall not be thereby completely diſpoſed of, TO THE USE of the ſaid *Wife*, her heirs and aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever. AND AS TO, FOR, AND CONCERNING the ſaid term of one hundred years hereinbefore limited, to the ſaid *Truſtees under the Act*, their executors, adminiſtrators, and aſſigns as aforeſaid, it is hereby declared and agreed by

Remainder to the firſt ſon of the lady by any future huſband, in tail, with like remainders through all the ſons.

Remainder as the lady by deed or will ſhall appoint.

With remainder to lady in fee.

Truſts of the 100 years term declared to ſecure the payment of the annuities of 600l. and 1200l.

by and between all the ſaid parties to theſe preſents, that the ſame is ſo limited to them, upon truſt, to permit and ſuffer the perſon or perſons who ſhall for the time being be entitled, under or by virtue of the limitations hereinbefore contained, to the next immediate eſtate of freehold of and in the ſaid manors and other hereditaments expectant on the determination of the ſame term, to receive and take the rents, iſſues, and profits thereof, to and for his and their own uſe and benefit, until default ſhall happen to be made in payment of the ſaid yearly rent charges, or ſums of £.600 or £.1200, payable to the ſaid *Wife*, or her aſſigns for the time being as aforeſaid, or of any part thereof, at the days and times hereinbefore limited and appointed for the payment of the ſame, AND UPON THIS FURTHER TRUST, that if default ſhall be made in any quarterly payment of ſuch annuities or yearly rent charges, or any part thereof, by the ſpace of forty days next over, or after any of the ſaid feaſts or days of payment whereon the ſame are reſpectively limited to be paid as aforeſaid, then, and in ſuch caſe, and when, and ſo often as the ſame ſhall happen, they the ſaid *laſt mentioned Truſtees*, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall from time to time, by and out of the rents and profits of the ſaid manors and other hereditaments, or by demiſing, leaſing, or mortgaging all or any part thereof, for all or any part of the ſame term, or by ſuch other ways and means as to them the ſaid *Truſtees* or *Truſtee* for the time being, ſhall ſeem meet, raiſe and levy ſuch ſum and ſums of money as ſhall be ſufficient from time to time to anſwer, pay, and ſatisfy all ſuch arrears, together with all ſuch coſts, damages, charges, and expences as the ſaid *Wife* or her aſſigns ſhall or may ſuſtain, expend, or be put unto, for or by reaſon or means of the non-payment of the ſame at the days and times, and in manner hereinbefore limited and appointed for the payment thereof, and do, and ſhall pay, apply, and diſpoſe of the monies ſo to be raiſed accordingly. PROVIDED ALWAYS, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that from and immediately after the deceaſe of the ſaid *Wife*, and the payment of all arrears which ſhall then be due of the ſaid yearly rent charges or ſums of £.600 and £.1200, or either of them, (if any ſuch ſhall be) together with all coſts, charges, and expences attending the execution of the truſts of the ſaid

With proviſions for ſecuring the the regular payment of the ſame.

Proviſion of ceſſer in regard to ſaid term.

term of one hundred years, then, and from thenceforth the ſame term ſhall, as to all and ſingular the manors and hereditaments comprized therein, or ſo much thereof as ſhall not be diſpoſed of for the purpoſes aforeſaid, ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the contrary thereof in anywiſe notwithſtanding.

Truſts of the 1000 years term declared to be for ſecuring the portions provided for the iſſue out of the eſtates of the huſband.

AND AS TO, FOR, AND CONCERNING the ſaid term of one thouſand years hereinbefore limited to the ſaid *Truſtees thereof*, as aforeſaid, it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſame is ſo limited to them, upon the truſts, and for the intents and purpoſes, and under and ſubject to the powers, proviſoes, declarations, and agreements hereinafter expreſſed, declared, and contained, concerning the ſame, that is to ſay, UPON TRUST, to raiſe ſuch portion or portions for the daughter and younger ſons of the ſaid *Husband* and *Wife*, provided for them out of the eſtates of the ſaid *Husband* as aforeſaid, that is to ſay, in caſe they ſhall have iſſue, an eldeſt and only ſon, who ſhall live to attain the age of twenty-one years, or die under that age, leaving lawful iſſue of his body living at his deceaſe, or born within due time afterwards, and

If there ſhall be an eldeſt or only ſon and another child, to raiſe 5000l. for ſuch latter child.

only one other child, THEN UPON TRUST, that the ſaid *laſt mentioned Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall, after the deceaſe of the ſaid *Husband*, but ſubject and without prejudice to the jointure hereinbefore ſecured to the ſaid *Wife*, and the powers and remedies and term of years hereby limited for ſecuring the payment thereof, by demiſe, ſale, or mortgage of the ſame premiſes, or of a competent part thereof, for all or any part of the ſaid term of one thouſand years, or by ſuch other ways and means as to the ſaid *Truſtees* or *Truſtee* for the time being ſhall ſeem meet, raiſe, levy, or borrow and take up at intereſt the ſum of £.5000, of lawful money of Great Britain, for the portion of ſuch one child, not being an eldeſt or only ſon, and do and ſhall pay the ſame unto ſuch child, at ſuch age or time as hereafter mentioned; and in caſe there ſhall be a failure of ſuch ſon as aforeſaid, of the ſaid *Husband* by the ſaid *Wife*, and if there ſhall be an only

In failure, ſuch ſon, if there ſhall be an only daughter, to raiſe

daughter, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, do and ſhall, after the deceaſe of the

ſaid

ſaid *Husband*, but ſubject and without prejudice to the jointure as aforeſaid, by the ways and means above mentioned, raiſe and levy, or borrow and take up at intereſt the ſum of £.10,000, of like lawful money for the portion of ſuch only daughter, and do and ſhall pay the ſame unto ſuch only daughter, at ſuch age or times hereinafter mentioned; and in caſe there ſhall be iſſue of the body of the ſaid *Husband* by the ſaid *Wife*, ſuch eldeſt or only ſon as aforeſaid, and two other children and no more, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, and aſſigns, do and ſhall, after the deceaſe of the ſaid *Husband*, ſubject to the jointure, powers, remedies, and terms of years aforeſaid, by the ways and means above mentioned, levy and raiſe, or borrow and take up at intereſt the ſum of £.8000, of like lawful money, for the portions of ſuch two children, and do and ſhall pay and divide the ſame unto and between ſuch two children, in ſuch ſhares and proportions, and under ſuch reſtrictions and limitations, and at the ages or times hereinafter mentioned, concerning the ſame; and in caſe there ſhall be ſuch failure of ſons as aforeſaid, of the ſaid *Husband* by the ſaid *Wife*, and if there ſhall be only two daughters, THEN UPON TRUST, that they the ſaid *Termors*, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, do and ſhall, after the deceaſe of the ſaid *Husband*, by the ways and means above mentioned and without prejudice as aforeſaid, raiſe, levy, or borrow and take up at intereſt, the ſum of £.12,000, of like lawful money, for the portions of ſuch two daughters, and do and ſhall pay and divide the ſame unto and between ſuch two daughters, in ſuch ſhares and proportions, and under ſuch reſtrictions and limitations, and at ſuch ages and times reſpectively, as hereinafter is mentioned, concerning the ſame; and in caſe there ſhall be iſſue of the ſaid *Husband* by the ſaid *Wife*, ſuch eldeſt or only ſon as aforeſaid, and three or more other children, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall, after the deceaſe of the ſaid *Husband*, ſubject and without prejudice, as aforeſaid, by the ways and means above mentioned, levy and raiſe, or borrow and take up at intereſt the ſum of £.10,000, of like lawful money, for the portions of ſuch three or more children, and do and ſhall pay and divide the ſame unto and be-

10,000l. for ſuch daughter.

In caſe there ſhall be two other children, to raiſe 8000l. for ſuch two children.

And in failure of ſons, and if there ſhall be only two daughters, to raiſe 12,000l for ſuch daughters.

If three or more other children, to raiſe 10,000l. for them.

tween ſuch three or more children, in ſuch ſhares and proportions, and under ſuch reſtrictions and limitations, and at the ages or times hereinafter mentioned, concerning the ſame, and in caſe there ſhall be a failure of ſuch ſons as aforeſaid, of the ſaid *Huſband* by the ſaid *Wife*, and if there ſhall be three or more daughters, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall, after the deceaſe of the ſaid *Husband*, and ſubject as aforeſaid, by the ways and means above mentioned, levy and raiſe, or borrow and take up at intereſt the ſum of £.20,000, of like lawful money, for the portions of ſuch three or more daughters, and do and ſhall pay and divide the ſame unto and between ſuch three or more daughters, in ſuch ſhares and proportions, and under ſuch reſtrictions and limitations, and at ſuch ages and times reſpectively, as hereinafter mentioned, concerning the ſame, that is to ſay, IT IS HEREBY DECLARED AND AGREED, that the ſaid ſum of £.5000, or of £.10,000, or of £.8000, or of £.12,000, or of £.20,000, as the caſe may be, ſo to be raiſed and levied for the portion or portions of ſuch child or children, other than and except an eldeſt or only ſon as aforeſaid, ſhall be paid and payable unto ſuch only child, or between all ſuch children, other than, and except an eldeſt or only ſon, in caſe of there being any ſuch ſons as aforeſaid, at ſuch time or times, or if more than one, in ſuch ſhares and proportions, and under ſuch reſtrictions, and with ſuch limitations over to, among, or in favour of any other or others of them, and in ſuch manner and form as the ſaid *Husband* and *Wife* ſhall at any time or times, and from time to time during their joint lives, by any deed or deeds, writing or writings, to be by both of them ſealed and delivered in the preſence of two or more witneſſes, thereby reſerving or not reſerving to themſelves, or the ſurvivor of them, a power of revocation or new appointment, direct or appoint, and in default of ſuch direction or appointment, as to the whole of ſuch monies, or any part thereof, then as the ſurvivor of them the ſaid *Husband* and *Wife*, at any time or times after the deceaſe of the other, by any ſuch deed or deeds, writing or writings, or by his or her laſt will and teſtament in writing, or any writing or writings in the nature of a will, or any codicil or codicils to be executed and atteſted as aforeſaid, ſhall

In failure of ſons, and if there ſhall be three or more daughters, to raiſe 20,000l for the latter.

Such portions to be paid as the parents by deed, or the ſurvivor by deed or will ſhall appoint.

ſhall direct, give, or appoint, and in default of ſuch gift, direction, or appointment as aforeſaid, as to the ſame monies, or any part thereof, IN TRUST, for ſuch only child, if there ſhall be but one other than and beſides ſuch eldeſt or only ſon as aforeſaid, or for ſuch only daughter, in default of iſſue male as aforeſaid, or if there ſhall be more than one ſuch child other than an eldeſt or only ſon, or more than one ſuch daughter, in default of ſuch iſſue male, IN TRUST, for all and ſingular ſuch children, ſhare and ſhare alike, the portion or ſhare of ſuch one child, or of every ſuch child, as the caſe may be, to become a veſted intereſt at the time or times following, that is to ſay, in a ſon upon his attaining the age of twenty-one years, and in a daughter at that age, or on the day of her marriage, which ſhall firſt happen, but not to be raiſed till the time or times hereinbefore mentioned, for that purpoſe, and then only ſubject, and without prejudice, as before expreſſed. PROVIDED ALWAYS, and it is hereby declared, that in caſe there ſhall be more than one ſuch child, or other and beſides an eldeſt or only ſon as aforeſaid, or more than one ſuch daughter, in default of ſuch iſſue male, and if any of them, being a ſon or ſons, ſhall afterwards become an eldeſt or only ſon, and as ſuch entitled to an eſtate tail, in the hereby granted and releaſed premiſes during the life of the ſaid *Huſband*, or before he or they ſhall attain the age of twenty-one years, or ſhall depart this life under the ſaid age of twenty-one years, or if any of them, being a daughter or daughters, ſhall depart this life under the age of twenty-one years, without being or having been married, then, and in every ſuch caſe, the portion or ſhare of every ſuch child ſo dying or becoming an eldeſt or only ſon as laſt mentioned, or ſo much thereof as ſhall not have been firſt applied for his or her benefit, in manner hereinafter mentioned, ſhall go and belong to the other or others of the ſaid children, except an eldeſt or only ſon, for the time being as aforeſaid, and ſhall be paid or payable to ſuch other child, if but one, or between ſuch other children, if more than one, at the ſame time with his, her, or their original portion or portions, ſhare or ſhares, or as ſoon after as circumſtances will admit of, but ſhall be conſidered as a veſted intereſt from the time of the veſting his, her, or their original portion or portions, ſhare or ſhares, and the like benefit and change of further accruer ſhall equally belong

In default of appointment for ſuch only child, or for ſuch only daughter, or if more than one,

As tenants in common.

Proviſions of accruer.

belong to the ſurviving as to the original ſhares, but ſo as that no one child, in caſe of there being an eldeſt or only ſon as aforeſaid, ſhall be entitled in his or her original right, and by virtue of any ſuch accruer and ſurvivorſhip as aforeſaid, to more than £.5000 in the whole, no one daughter, in failure of ſons, to more than £.10,000 in the whole, no two children, in caſe of a ſon, to more than £.8000, or failure of a ſon, to more than £.12,000 between them, and no three or more children, in caſe of a ſon, to more than £.10,000, or in default of iſſue male, to more than £.20,000 amongſt them. PROVIDED ALWAYS, that no child, taking any ſhare under or by virtue of any direction or appointment to be made by the ſaid *Husband* and *Wife*, or the ſurvivor of them, by virtue of the powers hereinbefore contained, ſhall be entitled to any further ſhare of the ſaid truſt monies, without firſt bringing and applying ſuch appointed ſhare into hotchpotch, for the benefit of the other or others of the ſaid children, except an eldeſt or only ſon as aforeſaid, if there ſhall be any ſuch, unleſs the perſon or perſons making ſuch appointment or appointments, ſhall thereby expreſsly declare the contrary. PROVIDED ALWAYS, that it ſhall be lawful for the *Truſtee* or *Truſtees* of the ſaid laſt mentioned term of one thouſand years for the time being, at any time or times after the deceaſe of the ſaid *Huſband*, to levy and raiſe any ſum or ſums of money, for the purpoſe of putting out, eſtabliſhing, or advancing any younger ſon or ſons of the ſaid *Husband* and *Wife*, who ſhall not have attained the age of twenty-one years, in any profeſſion, trade, or buſineſs, ſo as the ſum or ſums which ſhall be ſo raiſed for any one ſuch child do not exceed one third part of the portion which ſhall then preſumptively belong to ſuch child, under the truſts of the ſaid laſt mentioned term of one thouſand years, AND ALSO that it ſhall be lawful for the ſaid truſtee or truſtees for the time being after the death of the ſaid *Husband*, by the ways and means hereinbefore mentioned, to raiſe and levy ſuch ſum or ſums of money as ſhall ſeem adviſeable, not exceeding the intereſt on the portion or portions which ſhall be preſumptively payable to ſuch child or children as at the time of the deceaſe of the ſaid *Husband*, ſhall not be immediately intitled to the raiſing and payment of the principal, after the rate of four per cent. per annum, and to apply the monies ſo to be raiſed, in and for the maintenance

Hotchpotch.

Proviſions of advancement.

Maintenance and education.

tenance and education of ſuch child or children, which ſum or ſums may either be expended by ſuch truſtee or truſtees in and about ſuch maintenance and education, or may in the firſt inſtance be paid by him or them to the guardian or guardians of ſuch child or children, if any ſuch there ſhall be, PROVIDED that no demiſe, ſale or mortgage ſhall be made of the ſaid premiſes, or any part thereof, until ſome or one of the ſaid portions ſhall become payable by virtue of theſe preſents; PROVIDED ALSO, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that they the ſaid *Truſtees* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall permit and ſuffer the perſon or perſons who ſhall or may for the time be entitled to the next immediate eſtate of freehold in the ſaid premiſes, expectant on the determination of the ſaid term of one thouſand years, to receive and take the rents, iſſues and profits of the ſame premiſes which ſhall remain after anſwering and ſatisfying the truſts expreſſed by theſe preſents, of and concerning the ſame term; PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that in caſe of ſuch failure of ſons as abovementioned, and if there ſhall be three or more daughters of the ſaid *Husband* by the ſaid *Wife*, the ſum of £.12,000 only, part of the aforeſaid ſum of £.20,000 agreed to be in that event raiſed and made payable to ſuch three or more daughters, under the truſts of the ſaid one thouſand years, ſhall be raiſed during the life of the ſaid *Wife's Mother*, and that the raiſing and payment of the reſidue of the ſaid ſum of £.20,000 ſhall be poſtponed until after the deceaſe of the ſaid *Mother*; PROVIDED ALSO, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that when all and every the truſts hereinbefore declared, of and concerning the ſaid term of one thouſand years ſhall be fully performed and ſatisfied, or become incapable of being performed, and when the ſaid *Truſtees* and each of them and their reſpective executors, adminiſtrators and aſſigns ſhall be fully reimburſed and ſatisfied all coſts, charges and expences relating or occaſioned by the truſts of the ſaid term of one thouſand years (which they are hereby reſpectively authoriſed and impowered to levy and raiſe by all or any of the ways and means aforeſaid, and to retain accordingly) then and from thenceforth the ſaid term of one thouſand

Truſtees to permit the perſons intitled to the freehold to receive the rents after ſatisfaction of the truſts.

Proviſo poſtponing the raiſing of part of the portions in a certain event.

Proviſo of ceſſer in regard to ſaid term of 1000 years.

thouſand years of and in the ſaid premiſes, and ſo much thereof as ſhall remain undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the contrary notwithſtanding.

Truſts of the 1500 years term declared to be for raiſing portions for the children of a future marriage.

AND AS TO, FOR, AND CONCERNING the ſaid term of one thouſand five hundred years hereinbefore limited, to the ſaid *Truſtees of that term*, it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſame is ſo limited to them, upon the truſts, and for the intents and purpoſes, and with, under, and ſubject to the powers, proviſoes, declarations, and agreements hereinafter expreſſed, declared and contained of and concerning the ſame, that is to ſay, in caſe the ſaid *Wife* ſhall have no ſon by the ſaid *Husband*, who ſhall live to attain the age of twenty-one years, or leave lawful iſſue of his body living at his deceaſe, or born within due time afterwards, to raiſe ſuch portion or portions for the daughter and younger ſons of the ſaid *Wife* by any future huſband whom ſhe may happen to marry after the deceaſe of the ſaid *Husband* as after mentioned, that is to ſay, in caſe there ſhall be iſſue of the ſaid *Wife* by any after taken husband, an eldeſt or only ſon and one other child, or one only daughter and no ſon, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall after the deceaſe of the ſaid *Wife*, by demiſe, ſale, or mortgage of the ſaid premiſes, or of a competent part thereof, for all or any part of the ſaid term of one thouſand five hundred years, or by ſuch other ways and means as to the ſaid truſtees or truſtee for the time being ſhall ſeem meet, raiſe and levy or borrow and take up at intereſt the ſum of £.5000, of lawful money of Great Britain, for the portion of ſuch one child, not being and eldeſt or only ſon as laſt mentioned; and in caſe there ſhall be iſſue of the ſaid *Wife* by ſuch after taken husband an eldeſt or only ſon and two other children or two daughters only and no ſon, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, adminiſtrators, and aſſigns, do and ſhall, after the deceaſe of the ſaid *Wife*, by the ways and means aforeſaid, raiſe and levy, or borrow and take up at intereſt the ſum of £.7000, of like lawful money, for the portions of ſuch two children (over and beſides, or other than an eldeſt or only ſon, as the caſe ſhall happen); and in

Viz. if an eldeſt and only one other child, to raiſe 5000l. for ſuch younger child.

If two other children, or two daughters only, 7000l. for the latter.

in caſe there ſhall be iſſue of the ſaid *Wife* by any ſuch after taken husband as aforeſaid, an eldeſt or only ſon, and three or more other children, and three or more daughters only and no ſon, THEN UPON TRUST, that they the ſaid *laſt mentioned Truſtees*, the ſurvivor of them, his executors, adminiſtrators, and aſſigns, do and ſhall, after the deceaſe of the ſaid *Wife*, by ways and means aforeſaid, levy and raiſe, and borrow and take up at intereſt, the ſum of £.10,000, of like lawful money, for the portions of ſuch three or more children, other than or beſides an only ſon, as the caſe ſhall happen. AND IT IS HEREBY DECLARED AND AGREED by and between all the ſaid parties to theſe preſents, that the ſaid ſum of £.5000, or £.7000, or of £.10,000, as the caſe may be, ſo to be raiſed and levied as and for the portion or portions of ſuch child or children of the ſaid *Wife*, by ſuch after taken husband, (other than and except an eldeſt or only ſon as aforeſaid) ſhall be paid and payable to ſuch only child, or between or among all ſuch children, (other than and except an eldeſt or only ſon for the time being as aforeſaid) at ſuch time or times, and if more than one, in ſuch ſhares and proportions, and under ſuch reſtrictions, and with ſuch limitations over to, among, or in favour of any other or others of them, and in ſuch manner and form as the ſaid *Wife* ſhall at any time or times, and from time to time direct and appoint in manner hereinbefore mentioned concerning the portions hereinbefore directed to be raiſed under the truſts of the ſaid term of one thouſand years, for the daughters and younger ſons of the ſaid *Wife* by the ſaid *Husband*, and in default of ſuch direction or appointment, unto or between ſuch child or children of the ſaid *Wife*, by ſuch after taken husband, other than or beſides an eldeſt or only ſon as aforeſaid, at ſuch time or times, and in ſuch ſhares and proportions, and with ſuch benefits of ſurvivorſhip and further accruer, but nevertheleſs, ſo as that no one ſuch child ſhall in his or her original right, and by virtue of any ſuch accruer and ſurvivorſhip as aforeſaid, become entitled to more than £.8000 in the whole, and no two ſuch children to more than £.7000 between them, and no three or more children to more than £.10,000 among them, and ſubject to ſuch other powers and proviſoes for bringing appointed ſhares into hotchpotch for preferment and advancement of ſons, and for maintenance and education of infants after the deceaſe of the

If three or more children, or three or more daughters only, then 10,000.

To be paid in ſuch manner as the lady ſhall appoint.

the ſaid *Wife* as hereinbefore mentioned and contained concerning the portions hereby directed to be raiſed for the daughters and younger ſons of the ſaid *Wife*, by the ſaid *Husband*, after his deceaſe. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that no ſuch ſale, demiſe, or mortgage as above mentioned, ſhall be made of the premiſes comprized in the ſaid term of one thouſand five hundred years, or any part thereof, until ſome or one of the portions thereby reſpectively ſecured ſhall become payable by virtue of theſe preſents: PROVIDED ALSO, and it is further agreed, that the ſaid *laſt mentioned Truſtees*, their executors, adminiſtrators, and aſſigns ſhall permit the reſidue of the rents of the premiſes comprized in the ſaid term of one thouſand five hundred years, which ſhall remain, after anſwering the truſts aforeſaid, to be received by the perſon or perſons who ſhall be entitled to the next eſtate of freehold for the time being, expectant on the determination of the ſame term: PROVIDED ALSO, that when and ſo ſoon as all and every the truſts hereinbefore declared and referred to, of and concerning the ſaid term of one thouſand five hundred years, ſhall be fully performed or become incapable of being performed, and when the ſaid *Truſtees*, and ſuch of them and their reſpective executors, adminiſtrators, and aſſigns ſhall be fully reimburſed and ſatisfied all ſuch coſts, charges, and expences occaſioned by, or relating to ſuch truſts, and which they are thereby reſpectively authorized and empowered to levy and raiſe by all or any of the ways and means as aforeſaid, and to retain accordingly, then and from thenceforth the ſaid term of one thouſand five hundred years, as to the whole of the afore mentioned premiſes, or ſo much thereof as ſhall be unſold or undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the contrary notwithſtanding. PROVIDED ALWAYS, that notwithſtanding any of the uſes and eſtates hereinbefore created, it ſhall be lawful to and for the ſaid *Husband* and *Wife*, and ſuch after taken husband as aforeſaid, reſpectively, in caſe, and when and as they ſhall reſpectively be in poſſeſſion of, or entitled to the rents and profits of the premiſes expreſſed to be hereby granted and releaſed by virtue of the limitations aforeſaid, and alſo to and for the truſtee or truſtees for

Proviſo of ceſſer in regard to the laſt mentioned term.

Power of leaſing.

for preſerving the contingent remainders hereby limited for the time being, during the minority of any perſon or perſons who ſhall be entitled to any eſtate tail, in poſſeſſion in ſuch premiſes by virtue of the limitations herein contained, by any deed or inſtrument, or deeds or inſtruments in writing, either referring or not referring to this preſent power, to be ſealed and delivered by them reſpectively, in the preſence of, and atteſted by two or more credible witneſſes, to limit or appoint by way of demiſe or leaſe, all or any part or parts of the ſaid premiſes to any perſon or perſons for any term or number of years, ſo as ſuch term or number of years do no exceed the term or ſpace of twenty-one years from the date or time of executing ſuch limitation or appointment, by way of demiſe or leaſe, to take effect in poſſeſſion, and not in reverſion or by way of future intereſt, ſo there be reſerved on every ſuch limitation or appointment to be due and payable during the continuance of the uſe or eſtate thereby to be created the beſt and moſt beneficial yearly rent or rents, to be incident to the immediate reverſion of the premiſes ſo to be limited or appointed, by way of demiſe or leaſe, that conſidering the nature of the caſe, can be reaſonably had or gotten for the ſame at the time of making ſuch limitations or appointments reſpectively, without taking any ſum or ſums of money or other thing by way of fine, premium, or fore-gift for the making thereof, and ſo that there be therein reſpectively contained a clauſe in the nature of a condition of re-entry in caſe of the rent or rents to be reſpectively reſerved be behind or unpaid by or for the ſpace of thirty days, and ſo as the perſon or perſons to be named therein as leſſee or leſſees, do execute the ſame or counterparts thereof reſpectively, and do thereby covenant or engage for the due payment of the rent or rents thereby reſpectively to be reſerved and be not by any clauſe or words therein to be contained, made diſpuniſhable of waſte or exempted from puniſhment for committing waſte, any thing hereinbefore contained to the contrary thereof in anywiſe notwithſtanding. PROVIDED ALSO, that notwithſtanding any of the uſes and eſtates hereby created (ſave and except and without prejudice to ſuch ſubſiſting limitations or appointments as may be made purſuant to and in exerciſe of the power laſt hereinbefore contained) it ſhall be lawful for the ſaid *Truſtees to ſupport contingent remainders*, or the ſurvivor of them, or the heirs, execu-

And alſo of exchanging, ſelling, and enfranchiſing.

tors,

tors, or adminiſtrators of the ſurvivor at any time or times, with the conſent and approbation in writing of the ſaid *Husband* and *Wife*, or of the ſurvivor of them, to exchange all or any of the ſaid manors, meſſuages, farms, lands, tenements, hereditaments and premiſes expreſſed to be hereby granted and releaſed for any other manors, meſſuages, farms, lands, tenements, or hereditaments in England of freehold or copyhold tenure and of an equivalent value, or to ſell and diſpoſe of all or any of the manors, meſſuages, farms, lands, tenements, hereditaments and premiſes expreſſed to be hereby granted and releaſed for a fair price in money, and to enfranchiſe all or any of the copyhold or cuſtomary lands, tenements and hereditaments which are holden of any of the manors expreſſed to be hereby granted and releaſed for an adequate conſideration; and for the purpoſe of effectuating ſuch exchanges, ſales, diſpoſitions, and enfranchments reſpectively, it is hereby declared and agreed, that it ſhall and may be lawful to and for the ſaid *Truſtees* or the ſurvivor of them, or the heirs, executors or adminiſtrators of the ſurvivor, by any deed or deeds, writing or writings to be by them or him duly executed in the preſence of two or more credible witneſſes, to revoke, annul and make void all and ſingular the uſes and eſtates hereby limited and created, of and concerning the ſaid manors and hereditaments which ſhall reſpectively be propoſed to be conveyed away upon any ſuch exchange or ſale as aforeſaid, or ſo far as concerns the hereditaments ſo propoſed to be enfranchiſed as the caſe may be and by the ſame or any other deed or deeds, writing or writings as aforeſaid, to limit, declare, direct or appoint any new or other uſe or uſes, eſtate or eſtates which ſhall be thought neceſſary and expedient for the completing ſuch exchanges, ſales, diſpoſitions and enfranchiſements reſpectively, and for conveying the ſame premiſes to the uſe of the perſon or perſons purchaſing or taking the ſame in exchange, or who ſhall agree for ſuch enfranchiſement as aforeſaid, and of their, his or her heirs, or to and upon ſuch other uſe or uſes as ſuch perſon or perſons reſpectively ſhall direct or appoint, or to carry the ſaid powers of ſelling, exchanging and enfranchiſing reſpectively into execution, in ſuch other manner, or by ſuch other inſtruments, ways or means as ſhall ſeem proper or be adviſed, and alſo that upon any ſuch exchange as aforeſaid, it ſhall and may be lawful to

and

and for the ſaid *Truſtees* and the ſurvivor of them, or the heirs, executors, or adminiſtrators of the ſurvivor to receive or take any ſum or ſums of money by way of equality of exchange. *And it is hereby declared*, that when any of the ſaid premiſes ſhall be ſold or enfranchiſed for money, or any ſum or ſums of money ſhall be received or taken by way of equality of exchange as aforeſaid, ſuch money, ſum or ſums of money ſhall be paid to the truſtee or truſtees to preſerve contingent remainders under this preſent ſettlement for the time being, whoſe receipt alone ſhall be an effectual diſcharge for the ſame, ſo that the perſon or perſons paying the ſame ſhall not afterwards be liable to ſee to the application thereof; *But nevertheleſs* it is hereby agreed, that all monies which ſhall be received by or from any ſuch ſale or enfranchiſe, or by way of equality of exchange as aforeſaid, ſhall with all convenient ſpeed be laid out and inveſted by ſuch truſtee or truſtees, his or their executors or adminiſtrators, with ſuch conſent and approbation as hereinbefore made requiſite to the making ſuch ſales or enfranchiſements as aforeſaid, in the purchaſe of other manors, meſſuages, lands, tenements, or hereditaments of freehold or copyhold tenure in England. *And it is hereby further agreed*, that as well the manors, meſſuages, lands, tenements and hereditaments ſo to be purchaſed, as the manors, meſſuages, lands, tenements and hereditaments which may be ſo taken by the ſaid *Truſtees* or the ſurvivor of them, or his heirs, by way of or in exchange for all or any part of the ſaid manors, meſſuages, lands, tenements and hereditaments hereby made ſaleable or exchangeable as aforeſaid, ſhall be forthwith conveyed, ſettled and aſſured to ſuch and the ſame uſes, upon ſuch and the ſame truſts, for ſuch and the ſame ends, intents and purpoſes, and under and ſubject to ſuch and the ſame power and powers of ſale, exchange and enfranchiſement, and other powers, proviſoes, limitations, declarations and agreements as are in and by theſe preſents limited, expreſſed, declared and contained, of and concerning the manors or hereditaments which ſhall be ſo ſold or exchanged, or of which the copyhold or cuſtomary lands, tenements, or hereditaments which ſhall be ſo enfranchiſed are holden, or as nearly agreeably thereto as may be and the tenure thereof, and the rules of equity and the exiſtence of perſons will admit of. *And it is hereby further declared*, that in the mean time and until

the money ariſing by ſuch ſale or enfranchiſement, or received or taken by way of equality of exchange as aforeſaid, ſhall be inveſted in ſuch purchaſe or purchaſes, it ſhall and may be lawful to and for the ſaid truſtees or truſtee for the time being, to lay out and inveſt the ſame with ſuch conſent or approbation as aforeſaid, either in the public funds or upon real ſecurities at intereſt, and alſo that it ſhall and may be lawful for him and them from time to time, with ſuch conſent and approbation as aforeſaid, to call in the principal money ſo placed out and to place out the ſame again at intereſt in or upon any other ſtocks, funds, or ſecurities of the like nature, as often as ſhall be thought proper, and the intereſt, dividends, profits and annual produce of ſuch ſtocks, funds, or ſecurities ſhall from time to time, go and be paid to ſuch perſon and perſons, and be applicable to and for ſuch uſes, intents and purpoſes, and in ſuch manner as the rents and profits of the hereditaments and premiſes to be purchaſed therewith, would have gone or been payable or applicable unto, in caſe ſuch purchaſe or purchaſes was or were then actually made. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, that if the ſaid ſeveral *Truſtees* hereby nominated and appointed, or any of them, their, or any of their heirs, executors or adminiſtrators, or any future truſtee or truſtees to be appointed by virtue of this power, ſhall happen to die or be deſirous to be diſcharged from, or ſhall refuſe, decline, or become incapable of acting under the truſts of this preſent ſettlement, before the ſame truſts ſhall be completed and fully performed, then and in ſuch caſe, and ſo often as the ſame ſhall happen, it ſhall be lawful for the perſon or perſons who ſhall or may for the time being, by virtue of the limitations hereinbefore contained, be entitled to the freehold in poſſeſſion, or immediate freehold of the ſaid manors and other hereditaments expreſſed, to be hereby granted and releaſed, or of the lands, tenements, or other hereditaments which ſhall or may be ſubſtituted in lieu thereof, by virtue of the powers aforeſaid, with the conſent in writing, nevertheleſs, of the ſaid *Wife*, if ſhe ſhall be then living, by any writing or writings, under his, her, or their hand and ſeal, or hands and ſeals, atteſted by two or more witneſſes, from time to time to nominate and appoint any other fit perſon or perſons to ſupply the place of ſuch laſt mentioned truſtee

Power of appointing new truſtees.

truſtee or truſtees; and whenever any ſuch nomination or appointment ſhall be made as aforeſaid, all and ſingular the ſaid manors and other hereditaments expreſſed to be hereby granted and releaſed, or ſo much thereof as ſhall not have been ſold, enfranchiſed, or conveyed away in exchange as aforeſaid, and alſo all other the truſt eſtates, and premiſes for the time being, and ſuch monies, ſtocks, funds, and ſecurities as aforeſaid, if any ſuch there ſhall be, ſhall be conveyed, aſſigned, and transferred ſo and in ſuch ſort that the ſame may become legally and effectually veſted in ſuch new appointed truſtee or truſtees, jointly with the ſurviving or continuing truſtee or truſtees, or only in ſuch new appointed truſtee or truſtees, if there ſhall be no ſurviving or continuing truſtee or truſtees, as the caſe may be, to, for, and upon the ſame uſes, truſts, ends, intents and purpoſes, and with, under, and ſubject to ſuch and the ſame powers, proviſoes, declarations, and agreements as are hereinbefore limited, expreſſed, declared, and contained, of and concerning the ſame truſt eſtate and premiſes, or to, for and upon and ſubject to ſuch and ſo many of them as ſhall be then exiſting, undetermined and capable of taking effect. *And* that in order that ſuch manors and other hereditaments may be legally and effectually conveyed to and veſted in ſuch new truſtee or truſtees jointly or ſolely, as occaſion may require, it ſhall and may be lawful to and for the perſon or perſons nominating, ſubſtituting, or appointing ſuch new truſtee or truſtees, under or by virtue of the powers and authorities hereinbefore for that purpoſe contained by any deed or deeds, inſtrument or inſtruments in writing, to be by them reſpectively ſealed and delivered in the preſence of and atteſted by two or more credible witneſſes, to revoke, determine, or make void the uſes, truſts and eſtates in and by theſe preſents limited, created and declared, of and concerning the ſame manors and other hereditaments, or any of them, or any part thereof, and by the ſame or any other deed or deeds, inſtrument or inſtruments in writing, to be by them reſpectively ſealed and delivered and atteſted as aforeſaid, to limit, declare, direct, or appoint any other uſe or uſes, eſtate or eſtates, truſt or truſts, of or concerning the manors and other hereditaments, or any part or parts thereof which it ſhall be thought neceſſary or expedient to limit, declare, direct or appoint, for the purpoſe of conveying and veſting the ſame premiſes reſpectively, to or in ſuch new truſtee or truſtees jointly or

ſolely, as occaſion may require; and that all and every ſuch new truſtee and truſtees ſhall and may in all things act in the management, carrying on and execution of the truſts to which he or they ſhall be ſo appointed, in conjunction with the ſurviving or continuing truſtee or truſtees, if there ſhall be any, if not, then by themſelves, as fully and effectually and with ſuch and the ſame powers and authorities in all reſpects whatſoever, as if he or they had been originally appointed by theſe preſents, and as the ſaid truſtees hereby appointed are inveſted with any thing hereinbefore contained to the contrary notwithſtanding.

Uſual indemnifications.

AND FURTHER, that they the ſaid ſeveral truſtees parties hereto, and each and every of the truſtees who ſhall or may be appointed in manner laſt mentioned, and each and every of their heirs, executors and adminiſtrators, ſhall be charged and chargeable only with and for ſuch money as they ſhall reſpectively actually receive, by virtue of the truſts hereby in them repoſed, and that no one of them ſhall be anſwerable or accountable for other of them, but each of them for his own acts, deeds, neglects and defaults only, notwithſtanding their giving or ſigning, or joining in the giving or ſigning any receipts for the purpoſe of conformity only; nor ſhall any or either of them be anſwerable or accountable for any misfortune, loſs, or damage whatſoever, that ſhall happen to the ſaid truſt property, or any part thereof, other than ſuch as may happen or ariſe by or through his or their own wilful defaults; and alſo that each and every of them the ſaid truſtees, parties to theſe preſents, and all and every other ſuch other truſtee or truſtees as ſhall be appointed in manner aforeſaid, and their reſpective heirs, executors and adminiſtrators ſhall and may, by and out of monies that ſhall come to their hands reſpectively, by virtue of the truſts aforeſaid, retain to and reimburſe themſelves reſpectively, and allow to his or their co-truſtee or co-truſtees, all ſuch coſts, damages, charges and expences as they or either of them ſhall or may ſuſtain, or be put unto, in, or about the execution of the truſts of theſe preſents, or any of them, or in relation thereto. (*Let the Truſtees under the Act, and the Huſband, covenant againſt incumbrances, and the latter for further aſſurance.*)

Aſſignment of the 1000 years term.

AND THIS INDENTURE FURTHER WITNESSETH, that in further conſideration of the ſettlement above mentioned to be made by the ſaid *Huſband*, and in obedience to the above received Act of Parliament in this behalf, and

and in consideration of the sum of ten shillings of lawful money of Great Britain, by the said *Assignee* to the said *surviving trustee* in hand paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *trustee*, by the direction of the said *Husband* and *Wife*, testified by their being parties to and executing these presents, HATH bargained, sold, assigned, transferred and set over, and by these presents DOTH bargain, sell, assign, transfer and set over unto the said *Assignee*, his executors, administrators and assigns, ALL AND SINGULAR the said manors, messuages, farms, lands, tenements, hereditaments and premises comprised in the said term of one thousand years, created by the said hereinbefore recited indenture of the third day of February, one thousand seven hundred and seventy-three, as aforesaid, with their and every of their appurtenances, and all the estate, right, title, interest, term of years, property, claim and demand whatsoever, both at law and in equity, of him the said *Trustee*, of, in and to the same premises and every part and parcel thereof, TO HAVE AND TO HOLD the said manors, messuages, farms, lands, tenements, hereditaments and all and singular other the premises last hereinbefore mentioned, and intended to be hereby assigned with their and every of their appurtenances, unto the said *Assignee*, his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the rest, residue and remainder of the same term of one thousand years, which is yet to come and unexpired, IN TRUST nevertheless, to attend and wait upon the reversion and inheritance of the said premises, according to the uses and estates hereby limited concerning the same, and in order to protect the same premises from all mesne charges and incumbrances, if any such there be, *let Assignor covenant that he hath not incumbered the premises.* AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance of the said recited articles, and in consideration of the premises, and of ten shillings of lawful money of Great Britain, by the said *Trustees to support contingent Remainders* in hand paid to the said *Trustees under the Will and the Husband*, on or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *Trustees*, at the request of the said *Husband*, testified as above mentioned, HAVE, and each of them HATH bargained, sold and assigned, and by these

Operative Words.

Habendum.

In trust to attend the inheritance.

Assignment of the term of 500 years.

Operative Words.

preſents DO, and each of them DOTH bargain, ſell and aſſign, and the ſaid *Husband*, party hereto, HATH alſo ſigned, ratified and confirmed, and by theſe preſents DOTH aſſign, ratify and confirm unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns. (*Here deſcribe the hereditaments comprized in the term of five hundred years*) And all the eſtate, right, title, intereſt, truſt, term or terms of years, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *Truſtees* and the *Husband* reſpectively, or any or either of them, of, in, to, or out of the ſame premiſes, or any part thereof,

Habendum.

TO HAVE AND TO HOLD the ſaid manors or lordſhips, rectory, advowſons, meſſuages, lands, tenements, parts and ſhares of fiſhery, and premiſes, with their and every of their appurtenances unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns from henceforth for and during all the reſt, reſidue and remainders of the ſaid term of five hundred years yet to come and unexpired, ſubject nevertheleſs to the payment of the ſaid annuity of £.800 to the ſaid *Widow* for her life, and the quit or chief rents hereinbefore mentioned, UPON THIS SPECIAL TRUST and confidence, that all and ſingular the premiſes hereby aſſigned or expreſſed, or intended ſo to be, may remain and go along with the freehold eſtates of the ſaid *Wife*, hereinbefore mentioned, to be hereby granted and releaſed and be herewith held and enjoyed, and that the rents, iſſues and profits thereof and of every part thereof, may be had, received and taken by the ſame perſon and perſons, and be applicable to the ſame uſe and uſes, and be ſubject and liable, together with and in aid of ſuch freehold premiſes, to the ſame charges and payments and to the like powers of leaſing, ſelling and exchanging, and other powers, proviſoes and agreements as are hereinbefore limited, expreſſed and declared, of and concerning ſuch freehold premiſes, or as nearly agreeably thereto, and ſo far and as the rules of law and equity will permit *.

In truſt to attend the freeholds.

PRO-

* It is ſubmitted, that when real eſtates are limited in ſtrict Settlement, inſtead of limiting leaſehold property, or other perſonals, to be ſettled upon correſponding truſts, it is better, in order to avoid the claſhing of profeſſional opinions, to frame a complete ſet of truſts that ſhall carry the

PROVIDED ALWAYS, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that no perſon who ſhall or may be entitled under or by virtue of any of the limitations hereinbefore contained to an eſtate tail in the ſaid freehold premiſes, or any part thereof, ſhall be intitled to an abſolute intereſt in the ſaid leaſehold premiſes or any part thereof, until ſuch perſon ſhall have attained the age of twenty-one years, or ſhall ſooner depart this life, leaving lawful iſſue of his or her body living at his or her death, or born within due time afterwards. *(Let Aſſignors and the Huſband covenant againſt incumbrances)* IN WITNESS, &c.

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the latter eſtates in the ſame courſe the former are limited to go, or if from the ſmallneſs of the property it ſhall be thought proper to do it by way of reference, it will be right inſert a clauſe of this nature in the ſettlement. The nature of leaſeholds for lives is much more analogous to that of eſtates for inheritance, and therefore they may be ſettled by reference to previous limitations of fee ſimple eſtates. See Foley *v* Vernon, 1 Bro. Cha Ca. 244.

Marriage Contract, whereby the Gentleman, in Conſideration of the Lady's Portion, engages to pay or leave her a Sum equivalent at his Deceaſe, and pay her an Annuity in the mean Time, equal to the Intereſt of the Portion.

THIS INDENTURE of three parts, made, &c. BETWEEN the *Lady's Father* and the *Lady*, daughter of the ſaid *Father*, ſpinſter, of the firſt part; the *Gentleman*, of the ſecond part; and a *Truſtee* of the third part; WHEREAS a marriage is agreed upon and intended to be ſhortly had and ſolemnized between the ſaid *Gentleman* and the ſaid *Lady*, and upon treaty for and in conſideration of the ſaid intended marriage, the ſaid *Father* hath agreed to pay unto the ſaid *Gentleman*, the ſum of £.———, as and for the marriage portion of the ſaid *Daughter* upon the ſaid *Husband* entering into ſuch covenants as are hereinafter mentioned and contained.

NOW THIS INDENTURE WITNESSETH, that in consideration of the said intended marriage, and of the sum of £.——— to the said *Gentleman* in hand paid by the said *Father*, at or before the sealing and delivery of these presents, in full for the marriage portion of the said *Daughter*, the receipt and payment of which said sum of £.——, he the said *Gentleman*, doth hereby acknowledge, and for making a provision for the said *Lady*, in case the said marriage shall take effect, and she shall happen to survive the said *Gentleman*, her intended *Husband*, HE, the said *Gentleman*, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *Trustee*, his executors and administrators, that in case the said intended marriage shall take effect, and the said *Lady* shall survive him the said *Gentleman*, the heirs, executors, or administrators of him the said *Gentleman*, shall and will within six calendar months next after his decease well and truly pay or cause to be paid unto the said *Lady*, her executors, administrators or assigns, the sum of £.——— (*a sum equal to the portion given*) for her and their own use and benefit, AND ALSO shall and will well and truly pay or cause to be paid unto the said *Lady* and her assigns yearly, and every year during the term of her natural life, one annuity or clear yearly sum of £.——, (*a sum equal to lawful interest of the portion*) free and clear of and without any deduction, defalcation, or abatement for or in respect of taxes, charges, assessments and impositions, now or hereafter to be taxed, charged, assessed, or imposed by authority of Parliament, or otherwise howsoever, whether the same be of the nature of those now in being, or of any other kind or nature whatsoever; the same annuity to be payable and paid * *at or in the common dining hall of Lincoln's-Inn, in the county of Middlesex*, by quarterly payments, on the twenty-fifth day of March, the twenty-fourth day of June, the twenty-ninth day of September, and the twenty-fifth day of December, by equal portions in each and every year, the first payment thereof to begin and be made

Taxes
Comb. 424, 466.
1 Keb. 69.
5 Mod. 363, 369, 372.
12 Mod. 54, 167.
2 Lev. 68.
Salk. 24, 221.
1 Vent. 233.
Holt 175, 169, 540. Carth 438.
Comp. 451.
3 Keym. 317.
2 Atk. 245.
Doug. 226, 624.
3 T. R. K. B. 602. 4 In. 2, 4.
2 T. R. K. B. 468.

* If a place of payment be limitted by the covenant, the covenantor is not bound to pay the money at any other place; but if the covenantee accept the money at another place, it is a good performance of the covenant. 1 Rol. Ab 445. *Ibid* 456.

on

on ſuch of the ſaid days of payment as ſhall happen next after the death of the ſaid *Gentleman*, TOGETHER with a proportional part of the ſaid annuity or yearly ſum of £.—— for the time which ſhall elapſe between the quarterly day of payment next preceding the deceaſe of the ſaid *Lady*, and the day or time of ſuch her deceaſe. AND FURTHER, that the ſaid *Gentleman* ſhall and will by deed, or by laſt will and teſtament in writing, duly publiſhed and executed, well and legally ſecure the payment of the ſaid ſums of £.——, and the ſaid annuity or yearly ſum of £.—— unto the ſaid *Lady*, her executors, adminiſtrators, and aſſigns reſpectively, at the reſpective times, and in manner hereinbefore mentioned, by making the ſame a ſpecific lien or charge upon the whole, or a ſufficient part in value of the real and perſonal eſtates of him the ſaid *Gentleman*, and with proper and effectual powers and remedies for recovering the ſame reſpectively. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the premiſes, it is hereby declared and agreed by and between all the parties hereto, and particularly the ſaid *Gentleman*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant and agree with the ſaid *Father*, his executors and adminiſtrators, that in caſe the ſaid intended marriage ſhall take effect, and the ſaid *Father* ſhall die inteſtate as to the whole or any part of his perſonal eſtate, the ſaid ſum of £.—— ſo paid to the ſaid *Gentleman* by the ſaid *Father*, as and for the marriage portion of the ſaid *Daughter* as aforeſaid, ſhall in caſe the ſame ſhall be equal to or exceed the part, ſhare or proportion of her the ſaid *Daughter*, into or out of the perſonal eſtate and effects of which the ſaid *Father* ſhall ſo die inteſtate, be deemed, conſtrued, and taken to be in full payment and ſatisfaction of all and every the ſhare, part, or proportion which ſhe the ſaid *Daughter*, or the ſaid *Gentleman* in her right, can or may, or could or might, upon or after the deceaſe of the ſaid *Father*, have claim or demand of, into, or out of all or any of the perſonal eſtate, of which he the ſaid *Father*, ſhall ſo die inteſtate, by virtue of or under the ſtatutes for the diſtribution of inteſtates effects, or any of them, or otherwiſe howſoever; but if the ſaid ſum of £.——— ſhall be leſs than the part, ſhare, or proportion of her the ſaid *Daughter*, into or out of ſuch perſonal eſtate and effects of the ſaid *Father*, in the event

of

of his dying inteſtate, as aforeſaid, then ſuch ſum of £.— ſhall be deemed, accounted and taken only in part payment and ſatisfaction of ſuch part, ſhare and proportion, unleſs the ſaid *Father* ſhall, by any writing under his hand, declare his intention to the contrary. IN WITNESS, &c.

Settlement whereby the Property of the Lady, conſiſting of a £.2500 to be raiſed by virtue of a Term created in her Father's Marriage Settlement, and paid to her after his deceaſe, and of a pecuniary Fortune to which ſhe is intitled under the Wills of her Grandfather and Grandmother; and likewiſe whereby the Gentleman's Property, comprehending ſeveral Bonds and pecuniary Property, are ſettled in a ſpecial Manner, aided by a variety of Proviſions and Covenants, as abſtracted in the Margin.

Parties.

THIS INDENTURE of three parts, made, &c. BETWEEN the *Father of the Intended Wife* and alſo the *Intended Wife*, of the firſt part; the *Intended Husband*, of the ſecond part; and *two Truſtees*, of the third part. *(Recite the Father's Marriage Settlement, whereby certain hereditaments were limited to the uſe of the Father and his heirs, until the marriage, afterwards to him for life, remainder ſubject to a yearly rent charge of £.200 to his Intended Wife for life, as an increaſe for her jointure, to take effect upon the contingencies therein mentioned, and which never took place, to certain Truſtees for five hundred years, upon the truſts thereinafter declared and hereinafter mentioned, remainder to the Father in fee; and that it was declared that the ſaid term was limited, in truſt, for the better ſecuring and raiſing by the ways and means therein mentioned, the rent charge, and ſubject thereto, then that ſaid laſt mentioned Truſtees, either in the life-time of the Father, with his conſent, or elſe after his deceaſe, ſhould out of the rents and profits*

Recitals, viz. of the father's ſettlement in contemplation of a marriage.

fits of the premiſes, or by ſale or mortgage, raiſe and pay the ſum of £.6000 for the children of the marriage, other than an eldeſt or only ſon, at ſuch time or times, with ſuch maintenance in the mean time, not exceeding the intereſt of ſuch portions reſpectively, and in ſuch ſhares, proportions, and manner as the ſaid Father, by deed or will ſhould direct or appoint, and for want of ſuch direction or appointment, then the ſaid ſum of £.6000 to be paid in manner therein and hereinafter mentioned, that is to ſay, if but one ſuch child, then the ſum of £.3000 for ſuch only child, unleſs ſuch one child ſhould be a daughter, and ſhould be the only child of the ſaid intended marriage, then ſuch only daughter ſhould have £.6000 for her portion; and if two ſuch children, the ſum of £.2500 a-piece for the portion of ſuch two children; and if there ſhould be three or more children, then the ſum of £.6000 for the portion of ſuch three or more children, to be divided equally among them, ſhare and ſhare alike; the portion or portions of ſuch of them as ſhould be daughters, to be paid at their reſpective ages of twenty-one years or days of marriage, which ſhould firſt happen, or ſo ſoon after as might be; and if any daughter ſhould have attained the age of twenty-one years, or be married in the life-time of the ſaid Father, that then the ſaid portion or portions of every daughter ſo attaining ſuch age or marriage as aforeſaid, ſhould be raiſed and paid within ſix months after the deceaſe of the ſaid Father, with intereſt for the ſame, after the rate of four per cent. per annum, from the day of his death, with ſuch benefit of accruer and ſurviverſhip, between the ſaid children; in caſe of the death of any of them, or in caſe of any ſuch child, being a ſon, ſhould become an eldeſt or only ſon before their reſpective portions ſhould become payable as therein is mentioned; and that it was thereby provided that no one ſuch child, except a daughter and only child of the ſaid then intended marriage ſhould have more than the ſum of £.3000 for his or her portion; and that no two ſuch children ſhould have above the ſum of £.2500 a-piece for their portions.) AND WHEREAS the ſaid marriage did ſoon after the execution of the ſaid recited indentures of leaſe and releaſe take effect, and was had and ſolemnized, and there was iſſue of the ſaid marriage ſeveral children, and the ſaid *Father* hath departed this life many years ſince, and there is now iſſue living of the ſaid marriage only two children, namely, the ſaid *Intended Wife and a Siſter*, and no other iſſue, all the other children of the marriage having departed this life ſome

That the mother is dead, and the iſſue remaining are the intended wife and a ſiſter.

Recital of the preſent marriage treaty.

ſome years and unmarried. AND WHEREAS a marriage is agreed upon and intended to be ſhortly had and ſolemnized between the ſaid *Intended Husband* and *Intended Wife*, with the conſent and approbation of her *Father*, teſtified by his being a party to and ſealing and delivering theſe preſents. AND WHEREAS the ſaid *Intended Wife*, as one of the two daughters of the ſaid *Father*, would, upon the death of the ſaid *Father*, become intitled to the ſum of £.2500 for her portion, under or by virtue of the truſts of the aforeſaid term of five hundred years, in caſe the ſaid *Father* make no direction or appointment of or concerning the payments, apportionments, or other diſpoſition of the ſaid ſum of £.6000, thereby intended to be raiſed: *And* upon the treaty of the ſaid intended marriage, the ſaid *Father* did agree that he would not make or execute any ſuch directions or appointments, but that each of his ſaid daughters ſhould have and receive, in purſuance of the ſaid ſettlement, the ſum of £.2500, as and for their ſeveral portions AND IT WAS ALSO AGREED that the ſaid ſum of £.2500, or ſuch other ſum or ſums as the ſaid *Intended Wife* or the ſaid *Intended Husband*, in her right, might become intitled to, under or by virtue of the truſts of the ſaid term, ſhould, when raiſed, be paid into the hands of the ſaid *Truſtees*, or the ſurvivor of them, or the executors, adminiſtrators, or aſſigns of ſuch ſurvivor, upon the truſts, and for the intents and purpoſes, and under and ſubject to the proviſoes, declarations, and agreements hereinafter expreſſed. AND WHEREAS the ſaid *Intended Wife* is, by virtue of and under the ſeveral wills of her grandfather and grandmother, intitled to the ſum of £.1542, Eaſt India annuities, and alſo to the ſum of £.2154 10s. of the like annuities, as her ſhare of what was to be divided between her and her ſiſter, of the ſaid annuities, and likewiſe to the ſum of £.1442 10s. of the bank annuities, and alſo to ſix ſeveral bonds of £.101 each, from the governor, bailiffs, and commonality of the company of conſervators of the Great Level of the Fens or Bedford Level, commonly called Fen-office bonds. AND WHEREAS, by a bond of obligation in writing, bearing date, &c. *A B* became bound to *C D* in the ſum of £.2000, with a condition thereunder written, for making void the ſame on payment by the ſaid *A B*, his heirs, executors, or adminiſtrators, of the ſum of £.1000,

That the intended wife on the death of her father, will be intitled to 2500l. if he make no appointment,

which it is agreed ſhall not be made.

That it is alſo agreed ſuch fortune ſhould be ſettled as after mentioned.

That the lady is alſo intitled, under the wills of grandfather and grandmother, to other pecuniary property.

Recite ſeveral bonds to one C D,

£.1000, with intereſt thereof, to the ſaid *C D*, his heirs, executors, adminiſtrators, or aſſigns, at the time therein for that purpoſe mentioned. (*Recite alſo three other Bonds from other perſons to C D.*) AND WHEREAS the money advanced upon the ſaid ſeveral bonds or obligations, amounting to the ſum of £.——, was not the proper money of the ſaid *C D*, but of the ſaid *Intended Huſband*, and was really and truly advanced by him, and the name of the ſaid *C D* in the ſeveral bonds was uſed in truſt only for the ſaid *Intended Husband*. AND WHEREAS it was upon the treaty for the ſaid intended marriage agreed, that the ſeveral bonds or obligations, and the reſpective ſums ſecured by and made payable thereon, and alſo the ſeveral ſums of £.1542, India annuities, and £ 1442 10s. bank annuities reduced, and the ſaid ſix Fen-office bonds ſhould be reſpectively aſſigned, transferred and delivered unto the ſaid *Truſtees*, upon the truſts, and for the intents and purpoſes hereinbefore expreſſed and declared, of and concerning the ſame: AND the ſaid *Father* did agree, that in caſe the ſaid intended marriage ſhould take effect, he the ſaid *Father* would, during the joint lives of *himſelf*, the ſaid *Intended Husband*, and *Intended Wife*, or either of them, and until the ſum of £.2500, or ſuch other ſums as aforeſaid, ſo to be raiſed under or by virtue of the truſts of the ſaid hereinbefore mentioned term of five hundred years, ſhould be raiſed and paid, allow and pay one annuity or clear yearly ſum of £.100 unto them the ſaid *Intended Husband* and *Intended Wife*, or the ſurvivor of them as hereinafter mentioned: AND the ſaid *Intended Husband* did agree, in caſe any loſs or deficiency ſhould happen, of, or unto the ſeveral ſums ſecured and made payable by the aforeſaid ſeveral bonds or obligations, or any of them, or any part thereof, that he the ſaid *Intended Husband*, his heirs, executors, or adminiſtrators would anſwer and make good ſuch loſs or deficiency unto the ſaid *Truſtees*, or the ſurvivor of them, or the executors, adminiſtrators, or aſſigns of ſuch ſurvivor, in manner hereinafter expreſſed: AND the ſaid *Intended Husband* did agree, that when and ſo ſoon as the ſaid ſum of £.2500, or ſuch other ſum to be raiſed, under or by virtue of the truſts of the aforeſaid term of five hundred years, ſhould be raiſed and paid, he the ſaid *Intended Husband*, his heirs, executors, and adminiſtrators would pay or cauſe to be paid unto the ſaid *Truſtees*, or the ſurvivor of them, or the executors, admini-

which were given in truſt for the intended huſband,

and are now intended to be ſettled.

That the father had agreed to allow the intended couple an annuity until a certain ſum ſhould be raiſed by virtue of ſaid term.

And Huſband to make good any deficiency in ſaid bonds.

And when the £.2500 is raiſed he will settle that and another £.2500 as aforementioned.

miniſtrators, or aſſigns of ſuch ſurvivor, the like ſum of £.2500, which ſaid ſum of £.2500, and alſo the ſaid ſum of £.2500, or ſuch other ſum as ſhould be raiſed for the portion of the ſaid *Intended Wife*, or which ſhe ſhould become intitled to, by virtue of the ſaid truſts, declared of concerning the ſaid term of five hundred years, they the ſaid *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor ſhould ſtand poſſeſſed of and intereſted in, upon the truſts, for the intents and purpoſes hereinafter expreſſed, of and concerning the ſame. AND WHEREAS in purſuance and performance of the aforeſaid agreement, on the part of the ſaid *Intended Wife*, ſhe the ſaid *Intended Wife* hath accordingly transferred and delivered the ſaid ſeveral ſums of £.1542 and £.2154 10*s.* India annuities, making together the ſum of £.3696 10*s.* of the ſaid annuities, and the ſaid ſum of £.1442 10*s.* three per cent. annuities reduced, and the ſaid ſix Fen-office bonds to the ſaid *Truſtees*. AND WHEREAS in purſuance and part performance of the aforeſaid agreement, on the part of the ſaid *Intended Husband*, the ſaid bonds or obligations made and executed unto the ſaid *CD* as aforeſaid, together with the ſaid ſeveral principal ſums ſecured thereby, making together the principal ſum of £.5000, and alſo all the intereſt thereof, have been duly aſſigned by the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns. NOW THIS INDENTURE WITNESSETH, that in conſideration of the ſaid intended marriage, and in purſuance of the aforeſaid agreement in this behalf, it is hereby covenanted, concluded, declared, and agreed by and between the ſaid parties to theſe preſents, and particularly the ſaid *Truſtees*, DO, and each of them DOTH hereby declare and agree that the ſaid *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor ſhall and will ſtand poſſeſſed of and intitded to the ſaid ſeveral India annuities, bank annuities, Fen-office bonds, and the ſaid ſeveral principal ſums, making together the ſaid ſum of £.5000, ſecured by the aforeſaid ſeveral bonds or obligations entered into, in truſt, for the ſaid *Intended Husband* as aforeſaid, and the intereſt, dividends, an annual produce thereof, and every part thereof reſpectively, *upon the truſts*, and for the intents and purpoſes following, that is to ſay, *As to, for, and concerning* the ſaid ſum of £.3696 10*s.* India annuities, and the ſaid ſum of £.1442

That the lady hath aſſigned and delivered her premiſes to the truſtees:

And likewiſe the gentleman his premiſes.

The truſts of the premiſes declared.

As to the India and other annui-

£.1442 10s. bank annuities reduced, and the ſix Fen-office bonds, IN TRUST, for the ſaid *Intended Wife*, her executors and adminiſtrators, until the ſaid intended marriage between her and the ſaid *Intended Husband* ſhall be had and ſolemnized: *And* as to the ſaid ſeveral bonds, making together the ſaid ſum of £.5000, ſecured by the ſaid ſeveral bonds or obligations entered into unto the ſaid *C D* as aforeſaid, IN TRUST, for the ſaid *Intended Husband*, his executors and adminiſtrators, until the ſaid intended marriage ſhall be had and ſolemnized, and from and immediately after the ſolemnization thereof, THEN UPON TRUST, to call, get in, and receive the ſeveral principal ſums made payable by the ſaid ſeveral bonds executed unto the ſaid *C D*, and alſo the ſaid ſeveral principal ſums made payable by the ſaid ſeveral Fen-office bonds, and to place out or inveſt the monies ariſing thereby in ſome of the public ſtocks or funds, or upon government or real ſecurities at intereſt, in the names of them the ſaid *Truſtees*, or of the ſurvivor of them, or of the executors or adminiſtrators of the ſurvivor of them, which ſaid ſtocks, funds, or ſecurities, and alſo the ſeveral principal ſums ſecured and made payable by the ſaid ſeveral bonds, until the ſame ſhall be got in and received, and likewiſe the ſaid ſeveral bank and India annuities ſo transferred unto the ſaid *Truſtees* aforeſaid, they the ſaid *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of the ſurvivor, ſhall and will ſtand and be poſſeſſed of and intereſted therein, UPON TRUST, from time to time, to pay unto, or to authorize the ſaid *Intended Husband* and his aſſigns to receive and take all the intereſt, dividends, and annual produce which during his life ſhall accrue, ariſe, or become due in reſpect thereof, to and for his and their uſe and benefit; and from and immediately after the deceaſe of the ſaid *Intended Husband*, in caſe the ſaid *Intended Wife* ſhall ſurvive him, THEN UPON TRUST, from time to time, to pay unto, or to authorize and impower the ſaid *Intended Wife* and her aſſigns to receive and take all the ſaid intereſt, dividends, and annual produce which during her life ſhall accrue, ariſe, and become due in reſpect thereof, to and for her and their own uſe and benefit; and from and immediately after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*, THEN UPON TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, and the executors, adi-

ties and fen-office bonds for the lady until the marriage; And as to the other bonds

in truſt for the gentleman until the marriage.

After to call in the money due on all the bonds, and place the ſame in the ſtocks.

And in the mean time to pay the income of the premiſes to the gentleman for life;

and afterwards, if the lady ſurvive, to her for life.

And after the deceaſe of the ſurvivor, to aſſign the principal to or amongſt the iſſue.

administrators, and assigns of such survivor, do and shall transfer, assign, and pay all the said several bonds, annuities, and securities, and the respective principal sums secured and made payable thereby, and every part thereof respectively, unto and amongst all and every the child and children of the body of the said *Intended Husband*, on the body of the said *Intended Wife* to be begotten, equally to be divided amongst them, if more than one, share and share alike, and if but one such child, then to such only child, the portion or portions of such of the said children as shall be a son or sons, to be transferred, assigned, made over, and paid to him or them respectively at his age, or their respective ages of twenty-one years; and the portion or portions of such of the said children as shall be a daughter or daughters, to be transferred, assigned, made over, and paid to her or them respectively at her age, or their respective ages of twenty-one years, or on the day or days of her or their marriage or respective marriages, which shall first happen after the decease of the survivor of them the said *Intended Couple*; and in case any of the said children, being a son or sons, shall attain his age or their respective ages of twenty-one years, or being a daughter or daughters, shall attain her age or their said respective ages of twenty-one years, or shall marry during the lives of the said *Intended Couple*, and in case any of the said children, being a son or sons, shall attain his age or their said respective ages of twenty-one years, or shall marry during the lives of the said *Intended Couple*, or during the life of the survivor of them, then all and every the right and rights of such son and sons so attaining the age of twenty-one years, or marrying as aforesaid, in and to the said respective portions shall be considered as a vested interest or vested interests in him, her, or them respectively, and shall be transmissible to his, her, or their respective executors or administrators, yet so nevertheless, that the transfer and payment thereof shall be postponed until after the decease of the survivor of the said *Intended Couple*. PROVIDED ALWAYS, that if any such child or children, being a son or sons, shall die before he or they shall attain his age or their respective ages of twenty-one years, or if any such child or children, being a daughter or daughters, shall depart this life before she or they shall attain her age or their respective ages of twenty-one

Provisions respecting the vesting the portions.

Provisions of accruer.

one years, without having been married, then all and every the ſhare and ſhares hereby intended for ſuch child and children ſo dying, ſhall from time to time go and accrue to the ſurvivors and ſurvivor, and others and other of them, if more than one, ſhare and ſhare alike, and the ſame ſhall be payable and transferrable at ſuch reſpective ages, days, and times, and ſhall go in the ſame manner to ſuch ſurviving and other child and children then in being as is hereinbefore expreſſed or declared touching his, her, or their original ſhare or ſhares; and in caſe of the death of any other or others of the ſaid children, before he, ſhe, or they ſhall have attained ſuch age or reſpective ages, or before ſuch time or times as aforeſaid, then all and every ſuch accruing or ſurviving ſhare or ſhares then unreceived and unpaid of ſuch child or children reſpectively, ſhall from time to time again be ſubject and liable to ſuch further chance, right, contingency, or condition of accruer or ſurvivorſhip to the ſurvivors or ſurvivor, and others and other of the ſaid children as hereinbefore is expreſſed or declared touching his, her, or their original ſhare or ſhares: AND in caſe there ſhall not be any child or children of the body of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* begotten, or their being any ſuch child or children, if all of them ſhall die before any of them, being a ſon or ſons, ſhall attain his age or reſpective ages of twenty-one years, or before any of them, being a daughter or daughters, ſhall attain her age or reſpective ages of twenty-one years, or be married, THEN AS TO ONE UNDIVIDED MOIETY OR HALF PART (the whole into two equal parts to be divided) of and in the ſeveral funds and ſecurities aforeſaid, UPON TRUST, from and after the deceaſe of the ſaid *Intended Husband*, and after ſuch failure of iſſue as aforeſaid, and in caſe the ſaid *Intended Wife* ſhall then be living, for her the ſaid *Intended Wife*, her executors, adminiſtrators and aſſigns, and to aſſign, transfer, and pay ſuch moiety unto her or them accordingly, to and for her and their own uſe and benefit: BUT in caſe the ſaid *Intended Wife* ſhall happen to die in the life-time of the ſaid *Intended Husband*, THEN UPON TRUST, from and after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*, and after failure of ſuch iſſue as aforeſaid, to aſſign, transfer, and pay the ſaid moiety unto ſuch perſon or perſons, upon ſuch truſts, for ſuch uſes, intents, and purpoſes, and in ſuch manner as the ſaid *In-*

If there be no iſſue or being ſuch and all of them ſhall die before the vesting of their portions

Then as to a moiety of the premiſes after the deceaſe of the gent'leman, in Truſt for the lady if ſhe ſurvive.

Otherwiſe in truſt for ſuch perſons as the by deed or will ſhall appoint.

tended Wife, at any time or times during her life, by any deed or deeds, inſtrument or inſtruments in writing, with or without power of revocation, to be ſealed and delivered by her in the preſence of, and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be or being in the nature of her will, to be ſigned and publiſhed as aforeſaid, by her in the preſence of, and atteſted by the like number of witneſſes, ſhall, notwithſtanding her coverture, and as if ſhe was a feme ſole and unmarried, direct or appoint; and in default of ſuch direction or appointment, THEN UPON TRUST, to aſſign, transfer, and pay ſuch moiety or ſo much thereof, concerning which no ſuch direction or appointment ſhall be made, to the executors or adminiſtrators of her the ſaid *Intended Wife*; AND AS TO THE OTHER UNDIVIDED MOIETY OR HALF PART (the whole into two equal parts to be divided) of and in the ſaid ſeveral funds and ſecurities, UPON TRUST, from and after the deceaſe of the ſaid *Intended Wife*, and after ſuch failure as aforeſaid, to aſſign, transfer, and pay the ſame to the ſaid *Intended Huſband*, his executors, adminiſtrators, and aſſigns to and for his and their own uſe and benefit. AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, do and ſhall, after the deceaſe of the ſurvivor of them the ſaid *Intended Couple* in the mean time, and until the ſhare or ſhares of ſuch child or children as aforeſaid, ſhall become transferable and payable by virtue of theſe preſents, by, with, and out of the intereſt, dividends, and annual produce of the ſhare or ſhares of ſuch child or children reſpectively, pay and apply ſuch yearly or other ſum or ſums of money as the ſaid truſtee or truſtees for the time being, ſhall in their or his diſcretion alone think proper, in, for, or towards the maintenance and education or advancement of ſuch child or children reſpectively, and do and ſhall permit and ſuffer the ſurplus or reſidue, if any, of the ſaid intereſt dividends, and annual produce from time to time to accumulate for the benefit of ſuch perſon or perſons as ſhall be intitled thereto by virtue of theſe preſents; AND for the conſideration aforeſaid, and in purſuance of the before mentioned agreement on the part of the ſaid *Father* in this behalf, he the ſaid *Father*, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe,

In default of appointment for her executors or adminiſtrators.

And as to the other moiety after her deceaſe and failure of iſſue in truſt for the gentleman.

Proviſions for the maintenance, education, and advancement of the children.

The father covenants not to exerciſe his power of appointment over the 6000l.

miſe, and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, by theſe preſents, in manner following, that is to ſay, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Father* ſhall not, nor will at any time or times during his life, make or execute any direction or appointment of and concerning the payment, apportionment, or other diſpoſition of the ſaid ſum of £.6000 expreſſed to be raiſed under or by virtue of the truſts of the ſaid term of five hundred years as aforeſaid, or make, do, or execute, or cauſe to be made, done, or executed, any act, deed, matter, or thing whereby or by means whereof the ſaid ſum of £.2500, or the portion or ſum provided or intended to be provided for the ſaid *Intended Wife*, under or by virtue of the ſaid term, ſhall be impeached, diminiſhed, or prejudiced in anywiſe howſoever: AND LIKEWISE, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Father* ſhall and will from time to time during the joint lives of himſelf and the ſurvivor of them the ſaid *Intended Couple*, and until the ſaid ſum of £.2500, or ſuch other ſum to be raiſed under or by virtue of the truſts of the ſaid term of five hundred years, ſhall be raiſed, well and truly pay unto them the ſaid *Intended Couple*, and to the ſurvivor of them, one annuity or clear yearly ſum of £.100 of lawful money of Great Britain by equal payments, &c. BUT IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties to theſe preſents, that the ſaid annuity or yearly ſum of £.100 is ſo hereby agreed to be paid to and accepted by the ſaid *Intended Couple* and the ſurvivor, in lieu or ſatisfaction for all claims and demands for intereſt or maintenance, in the reſpect of the ſaid ſum of £.2500 ſo directed to be raiſed under or by virtue of the aforeſaid term of five hundred years, until the ſame ſum ſhall be raiſed and paid: AND the ſaid *Intended Husband*, for himſelf, his heirs, executors, and adminiſtrators, and every of them doth covenant, promiſe, and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns by theſe preſents, that in caſe the ſaid intended marriage ſhall take effect, and the ſaid *Truſtees*, or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor ſhall not be able to recover, get in, and receive the whole of the ſaid ſeveral principal ſums, ſecured

Or do any act to incumber the 2500l.

And likewiſe that he will pay the annuity as aforeſaid.

The gentleman covenants to make good any deficiency which may happen in the value of the bonds.

and made payable by the aforeſaid ſeveral bonds or obligations given and executed unto the ſaid *C D*, and aſſigned by him unto the ſaid *Truſtees* as aforeſaid, with the intereſt thereof, then he the ſaid *Intended Huſband*, his heirs, executors, or adminiſtrators ſhall and will anſwer and make good unto the ſaid *Truſtees*, their executors, adminiſtrators, or aſſigns, upon the truſts, and for the intents and purpoſes aforeſaid, all ſuch loſs or deficiency as ſhall or may happen of, in, or to the ſaid monies, or part thereof. NOW THIS INDENTURE WITNESSETH, that for the conſideration aforeſaid, and in further purſuance of the ſaid marriage agreement, and alſo in conſideration of the ſum of ten ſhillings unto the ſaid *Intended Wife* in hand to be paid by the ſaid *Truſtees*, at or before the ſealing and delivering of theſe preſents, the receipt whereof is hereby acknowledged, ſhe the ſaid *Intended Wife*, by and with the privity, content, and approbation of her ſaid *Intended Huſband*, teſtified by his executing theſe preſents, and alſo with the privity and approbation of the ſaid *Intended Huſband*, teſtified as aforeſaid, and alſo with the privity and approbation of the ſaid *Father*, teſtified in like manner, HATH bargained, ſold, aſſigned, and transferred, and by theſe preſents DOTH bargain, ſell, aſſign, and transfer unto the ſaid *Truſtee*, their executors, adminiſtrators, and aſſigns THE ſaid ſum of £ 2500, which ſhe the ſaid *Intended Wife* is or will be intitled to receive, as or for her jointure or portion, under or by virtue of the truſts declared of and concerning the ſaid term of five hundred years, in and by the aforeſaid indenture of releaſe of the eighth day of June, one thouſand ſeven hundred and forty-eight, and all other ſum or ſums which ſhe the ſaid *Intended Wife* ſhall or may have or be intitled to, under or by virtue of the truſts declared, concerning the ſame term, and all the right, title, intereſt, property, claim, and demand whatſoever of her the ſaid *Intended Wife*, of, into or out of the ſaid ſum and ſums of money, and every of them and every part thereof, TO HAVE, HOLD, receive and take the ſaid ſum of £ 2500, and all other ſum and ſums, and every part and parcel thereof, unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, UPON THE TRUSTS NEVERTHELESS, and for the uſes, intents and purpoſes hereinafter expreſſed and declared of and concerning the ſame; AND the ſaid *Intended Wife* doth hereby give unto and inveſt the

The Aſſignment.

Operative words.

The lady's property.

Habendum.

The uſual authorities.

the ſaid *Truſtees* reſpectively, and their reſpective executors, adminiſtrators and aſſigns, with all proper powers and authorities whatſoever, to receive and get in all and every the ſaid ſum and ſums of money, when and as the ſame ſhall become due and payable, and to make, give and execute all proper releaſes and diſcharges for the ſame, and the ſaid *Intended Huſband* in conſideration thereof, and in purſuance of the beforementioned agreement, on his part doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, by theſe preſents, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Intended Husband*, his heirs, executors and adminiſtrators, ſhall and will, when, and ſo ſoon as the ſaid ſum of £.2500, or ſuch other ſum and ſums as the ſaid *Intended Wife* will be entitled to, under or by virtue of the truſts of the ſaid term of 500 years, ſhall be raiſed and paid, well and truly pay, or cauſe to be paid unto the ſaid *Truſtees* or the ſurvivor of them, or the executors, adminiſtrators or aſſigns, of ſuch ſurvivor the ſum of £.2500 upon the truſts, and for the intents and purpoſes hereafter mentioned and expreſſed, AND IT IS HEREBY DECLARED AND AGREED by and between all the parties to theſe preſents, that they the ſaid truſtees and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor ſhall and will ſtand poſſeſſed of and intitled to the ſaid ſum of £.2500, and ſuch other ſum or ſums as ſhall be raiſed under, or by virtue of the truſts of the ſaid term of 500 years, and alſo the ſum of £. 2500, ſo agreed to be paid by the ſaid *Intended Husband*, as laſt is mentioned, when the ſame ſhall be reſpectively paid, in and upon the truſts, and for the intents and purpoſes hereinafter declared, of and concerning the ſame, (that is to ſay) UPON TRUST, to place out and inveſt the ſame ſum and ſums of money and every part thereof, in ſome or one of the public funds, or upon government, or real ſecurities at intereſt, in the names of them the ſaid *Truſtees* or of the ſurvivor of them, or of the executors, adminiſtrators and aſſigns of the ſurvivor, and from time to time to pay unto, or to authorize and impower the ſaid *Intended Husband* or his aſſigns to receive and take the intereſt, dividends and annual produce, which during his life ſhall accrue, ariſe or be made therefrom, to and for his and their own uſe and benefit, and from and after the deceaſe

The Intended Husband covenants, when the 2500l. is raiſed to pay unto the Truſtees 2500l.

The Truſts of laſt mentioned ſums declared.

Viz. to place ſame in the funds and pay the produce to the Gentleman for life.

and after his deceaſe, if the Lady ſurvive, to her for life.

of the ſaid *Intended Husband*, in caſe the ſaid *Intended Wife* ſhall him ſurvive, (ſubject to the proviſo hereinafter contained in caſe of her marrying again,) UPON TRUST from time to time to pay or to authorize or impower the ſaid *Intended Wife*, or her aſſigns to receive and take the ſaid intereſt, dividends and annual produce which during her life ſhall accrue, ariſe or be had therefrom, to and for her and their own uſe and benefit; and

Remainder if there be three or more children in truſt, to aſſign the principal among the children, as the intended couple or as the gentleman if he ſurvive ſhall appoint.

from and after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*, and in caſe there ſhall be three or more children of the ſaid *Intended Huſband* on the body of the ſaid *Intended Wife* begotten, and not otherwiſe THEN UPON TRUST, that they the ſaid *Truſtees* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of the ſurvivor, do and ſhall pay and transfer the ſaid ſeveral ſums laſt mentioned and every part thereof reſpectively, and all and ſingular the ſecurities in or upon which the ſame ſums, or any of them, ſhall or may be inveſted or placed to and amongſt ſuch three or more children in ſuch parts, ſhares, proportions and manner, and at ſuch age or reſpective ages, days or times and with, under and ſubject to ſuch conditions, reſtrictions, and limitations over (ſuch limitations over to be for the benefit of ſome or one of the ſaid children,) as the ſaid *Intended Couple* at any time or times during their joint lives, by any deed or deeds, inſtrument or inſtruments in writing with or without power of revocation, to be ſealed and delivered by them both, in the preſence of and atteſted by two or more credible witneſſes, or as the ſaid *Intended Husband* alone, in caſe he ſhall ſurvive or outlive the ſaid *Intended Wife*, at any time or times during his life by any deed or deeds, inſtrument or inſtruments in writing, with or without power of revocation, to be ſealed and delivered by him, in the preſence of and atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, or any writing purporting to be or in the nature of his laſt will and teſtament to be ſigned, ſealed and publiſhed by him, in the preſence of and atteſted by the like number of witneſſes, ſhall limit, direct or appoint, and in default of any ſuch direction or appointment, either by the ſaid *Intended Couple* jointly, or by the ſaid *Intended Husband* alone, in ſuch caſe he ſhall ſurvive her the ſaid *Intended Wife*, of or concerning the payment apportionment, or other diſpoſitions of the ſaid ſums laſt

In default of appointment to the children as tenants in common.

mentioned,

mentioned, then the ſame to go and be ſhared and divided between and amongſt ſuch three or more children in equal ſhares and proportions, and ſhare and ſhare alike, the ſhare or ſhares of ſuch of them as ſhall be a ſon or ſons, to be transferred and paid to him or them reſpectively, at his age or their reſpective ages of twenty-one years, and the ſhare or ſhares of ſuch of the ſaid children as ſhall be a daughter or daughters, to be transferred and paid to her or them reſpectively at her age or their reſpective ages of twenty one years, or on the day or days of her marriage or their reſpective marriages, which ſhall firſt happen after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*, and in caſe any of ſuch children being a ſon or ſons ſhall attain his age or their reſpective ages of twenty-one years or be married in the life-time of the ſaid *Intended Couple*, or in the life-time of the ſurvivor of them, then in default of ſuch direction or appointment as laſt is mentioned, all and every the right and rights of ſuch ſon and ſons ſo attaining the age of twenty-one years, and of ſuch daughter and daughters ſo attaining the age of twenty-one years, or marrying as aforeſaid in and to their reſpective ſhares of the laſt mentioned ſums ſhall be conſidered as a veſted intereſt or veſted intereſts, in him, her, or them reſpectively, aud ſhall be tranſ iſſible to his, her, or their reſpective executors or adminiſtrators; *Yet ſo Nevertheleſs* as that the transfer and payment thereof ſhall be poſtponed until after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*: PROVIDED ALWAYS, that if any of the ſaid children being a ſon or ſons ſhall die before he or they ſhall attain his age, or their reſpective ages of twenty-one years, or if any ſuch child or children being a daughter or daughters ſhall depart this life before ſhe or they ſhall attain her age, or their reſpective ages of twenty-one years without having been married, then and in default of ſuch direction or appointment as aforeſaid, all and every the ſhare and ſhares hereby entitled for ſuch child or children ſo dying of and in the ſaid ſums laſt mentioned, ſhall from time to time go and accrue to the ſurvivor or ſurvivors of them, and others and other of the ſaid children (there being always three or more ſuch children) and ſhall be equally divided between and among them, ſhare and ſhare alike, and the ſame ſhall be transferrable and payable at ſuch reſpective ages days, or times, and ſhall go in the ſame manner to ſuch

Proviſions of accruer.

ſurviving a nd other children then in being, as is hereinbefore expre ſſed or declared, touching their original ſhares; and in caſe of the death of any others or other of the ſaid chil ren before he or they ſhall attain ſuch age or reſpective ages, or before ſuch time or times as aforeſaid, then al and every ſuch accruing or ſurviving ſhare or ſhares, then unreceived or unpaid, ſhall, from time to time (in caſe of ſuch default of direction or appointment as aforeſai) again be ſubject and liable to ſuch further right, chan ce, contingency or condition of accruer to the ſurvivors an d others of the ſaid children (there being always three or more ſuch children) as hereinbefore is expreſſed or decla red touching their original ſhares;

Remainder to the huſband.

AND UPON THI S FURTHER TRUST, that in caſe there ſhall be n ot three or more children of the body of the ſaid *Inten ded Husband*, on the body of the ſaid *Intended Wife* bego tten, or there being three or more ſuch children and all or any of them as ſhall reduce the number to two or under ſhall happen to die before his, her or their part or ſhare or parts or ſhares of, and in the ſaid ſums laſt mentio ned ſhall become payable or veſted by virtue of theſe p reſents, then and in any of the ſaid caſes reſpectively hap pening that the ſaid Truſtees and the ſurvivor of them, and t he executors, adminiſtrators, and aſſigns of ſuch ſurvivor, do and ſhall after the deceaſe of the ſaid *Intended Wife*, pay the ſaid ſeveral ſums laſt mentioned and every part the reof reſpectively unto the ſaid *Intended Husband*, his execu tors, adminiſtrators and aſſigns, to and for his and their ow n uſe and benefit; AND

And perception of the rents.

UPON THIS FURTHER TRUST, that they the ſaid truſtees and the ſurvivor of th m, and the executors, and adminiſtrators of ſuch ſurvivor, do and ſhall after the deceaſe of the ſurvivor of them the ſaid *Intended Couple*, by, with and out of the intereſt, dividends and annual produce of the ſaid ſeveral ſums laſt mentioned, pay and apply ſuch yearly or other ſum or ſums of money, as in their diſcretion they ſhall think proper, in for or towards the maintenance and education of ſuch children reſpectively, and do and ſhall permit and ſuffer the ſurplus or reſidue, if any, of the intereſt, dividends and annual produce to accumulate for the benefit of ſuch perſon or perſons as ſhall be entitled thereto by virtue of theſe preſents: PROVIDED ALWAYS, and it is hereby declared and agreed by and betwen the parties

Proviſion for children in caſe of a ſecond marriage.

to

to theſe preſents, That in caſe the ſaid *Intended Wife* ſhall happen to ſurvive the ſaid *Intended Husband*, and ſhall marry after his deceaſe and there ſhall be any child or children of the ſaid *Intended Husband*, on the body of the ſaid *Intended Wife* begotten then living, then that they the ſaid truſtees and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, do and ſhall from time to time during the joint lives of the ſaid *Intended Wife*, and of any ſuch child or children with or out of the intereſt, dividends and annual produce of the ſaid ſeveral beforementioned ſums, pay for and towards the maintainance, education and ſupport of ſuch child or children ſuch yearly ſum or ſums as hereinafter is mentioned, (that is to ſay) if there be only one child, the yearly ſum of £.100 or if there be two ſuch children and no more, the yearly ſum of £.150 and in caſe there ſhall be three or more ſuch children then the whole of the ſaid intereſt, dividends, and annual produce to be applied for or towards the maintainance, and education of ſuch three or more children, in ſuch manner as the ſaid truſtee and truſtees for the time being ſhall think proper, the ſaid payments and applications to commence and take place immediately upon ſuch the marriage of the ſaid *Intended Wife*: PROVIDED ALWAYS, that it ſhall and may be lawful to and for the ſaid truſtees and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, at any time or times after the deceaſe of the ſurvivor of them, the ſaid *Intended Husband* and *Intended Wife*, to pay and apply any part or parts of the portion or portions by theſe preſents intended for the child or children of the ſaid marriage as hereinbefore is or are mentioned for, providing employments for them or any of them or otherwiſe for his or their preferment or advancement in the world, notwithſtanding at the time of ſuch application ſuch child or children being a ſon or ſons ſhall not have attained his, her or their age or reſpective ages of twenty-one years, or as to the daughter or daughters ſhall not have been married: PROVIDED ALSO and it is hereby declared and agreed, that it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, at any time or times after the ſolemnization of the ſaid

Preferment of the children.

Powers of tranſpoſition.

ſaid intended marriage, to ſell and transfer and diſpoſe of the ſeveral hereinbefore mentioned India and Bank annuities or any part thereof, and alſo all and every or any of the other ſtocks, funds, or ſecurities in or upon which the ſaid other truſt monies and any part thereof, ſhall or may be inveſted or placed, and lay out the money ariſing by ſuch ſale or ſales and every part thereof, and alſo all ſuch other monies as ſhall be paid into or veſted in them or any of them in purſuance of any of the truſts aforeſaid and every or any part thereof reſpectively, at intereſt, in the names or name of the ſaid truſtees or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of the ſurvivor of them in ſome or one of the public ſtocks or funds, or upon government or real ſecurities to be from time to time approved of by the ſaid *Intended Couple*, or the ſurvivor of them, if they or either of them ſhall be then living, or elſe at the diſcretion of the truſtee or truſtees for the time being which new or other ſtocks, funds and ſecurities ſhall and may in like manner from time to time be altered, reverſed, ſold, transferred and diſpoſed of, when and as often as the caſe ſhall require, all which ſaid new ſtocks, funds, and ſecurities ſhall be upon the like truſts, and they the ſaid *Truſtees* and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, ſhall ſtand poſſeſſed of and intereſted in the ſame and all the intereſt, dividends, and annual produce of ſame and of every part thereof reſpectively, in truſt for the ſame uſes, intents, and purpoſes, and under and ſubject to the ſame proviſoes, declarations, and agreements as are expreſſed and declared, touching the ſame ſeveral ſtocks, funds, ſecurities and ſums of money, now veſted and agreed to be veſted in them as aforeſaid, or as nearly thereto as may be; (*Here inſert the uſual power in regard to the appointment of New Truſtees, and the common indemnifications:*) AND the ſaid *Intended Husband* for himſelf, his heirs, executors, and adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid truſtees, their executors, adminiſtrators, and aſſigns by theſe preſents, that he the ſaid *Intended Husband* his executors and adminiſtrators ſhall and will from time to time and at all times hereafter upon every reaſonable requeſt to be made for that purpoſe, but at his or their own coſts and charges, make, do, and execute, or cauſe or

Husband covenants for further aſſurance.

or procure to be made, done, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances and aſſurances in the law whatſoever, for the further, better, and more effectual confirming and corroborating theſe preſents, and every clauſe, matter and thing hereincontained, and for the better enabling the ſaid truſtees and the executors, adminiſtrators, and aſſigns of them and each of them, to execute and perform the ſeveral truſts hereby in them repoſed according to the true intent and meaning of theſe preſents as by the ſaid *Truſtees* or the ſurvivor of them, or the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, or any of the parties intereſted in the premiſes or their or any of their council learned in the law ſhall or reaſonably deviſed or adviſed and required, IN WITNESS, &c.

Settlement whereby a conſiderable pecuniary Fortune of the Lady is ſettled in a very ſpecial manner, and the Portions of the Children are reduced in caſe they take to Celibacy.

THIS INDENTURE of four parts, made, &c. BETWEEN the *Intended Wife* of the firſt part; the *Father of the Intended Husband* of the ſecond part; the *Intended Husband*, eldeſt ſon and heir apparent of the beforenamed *Father* of the third part; and *Two Truſtees* of the fourth part: WHEREAS a marriage hath been agreed upon and is with the permiſſion of Almighty God intended to be ſhortly had and ſolemnized between the ſaid *Intended Husband* and the ſaid *Intended Wife*: AND WHEREAS the ſaid *Intended Wife* is under or by virtue of the laſt will and teſtament of her grandfather, and the laſt will and teſtament and codicils of her late deceaſed father, and the ſettlement executed upon his marriage with Mary his Wife, likewiſe deceaſed,

Parties.

Recites that a marriage is in contemplation.

deceaſe, intitled to a conſiderable pecuniary portion or fortune, And it was upon the treaty for the ſaid intended marriage, agreed, that the ſaid portion or fortune to which the ſaid *Intended Wife* is ſo intitled as aforeſaid ſhould be aſſigned to the ſaid *Truſtees*, upon and for the truſts, intents, and purpoſes, and with, under and ſubject to the powers, proviſoes, declarations and agreements hereinafter limited, declared and contained of and concerning the ſame; NOW THEREFORE THIS INDENTURE WITNESSETH, that in purſuance and performance of the ſaid agreement and in conſideration of the ſaid intended marriage, and of the ſettlement which by an indenture of releaſe of ſix parts bearing even date with theſe preſents, the ſaid father and *Intended Husband* have made of their real eſtates and alſo in conſideration of ten ſhillings of lawful money of Great Britain by the ſaid *Truſtees*, to the ſaid *Intended Wife*, paid at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, she the ſaid *Intended Wife* with the privy conſent and approbation of the ſaid *Intended Husband and his father* teſtified by their ſeverally being parties to and ſealing and delivering of theſe preſents, HATH bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents DOTH bargain, ſell, aſſign transfer, and ſet over unto the ſaid truſtees, ALL AND SINGULAR, the principal ſum and ſums of money to which she the ſaid *Intended Wife* is entitled under and by virtue of the will and teſtament of the ſaid grandfather, and the will and teſtament and codicils of her ſaid father, and the ſaid ſettlement executed on his marriage with the ſaid Mary or any of them and the Intereſt from henceforth to become due for the ſaid principal ſum or ſums of money and all the right, title, intereſt, property, claim and demand whatſoever of her the ſaid *Intended Wife*, of, in, and to the ſaid principal ſum or ſums of money and intereſt TO HAVE, HOLD, receive and take the ſaid ſum and ſums of money and all and ſingular, other the premiſes hereby aſſigned or expreſſed and intended ſo to be and every part thereof, unto the ſaid *Truſtees* their executors, adminiſtrators and aſſigns, Upon and for the truſts, intents and purpoſes, and with under and ſubject to the powers, proviſoes and agreements hereinafter limited, declared and contained of and concerning the ſame: AND for the conſiderations aforeſaid, the ſaid *Intended Wife*, (with the

The ſettlement.

Operative words.

The property deſcribed.

Habendum.

The uſual power of attorney.

privity

privity conſent and approbation of the ſaid *Intended Huſband*, teſtified as aforeſaid, and alſo he the ſaid *Intended Huſband*, DO and each of them DOTH hereby irrevocably make, nominate and appoint, and in their and each of their place and ſtead put the ſaid *Truſtees* and the ſurvivor of them and the executors, adminiſtrators and aſſigns of ſuch ſurvivor their true and lawful attornies and attorney, for and in the names and name of them the ſaid *Intended Couple*, and each and either of them, or in the names or name of them the ſaid *Truſtees*, or the ſurvivor of them and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, but upon the truſts hereinafter declared of and concerning the ſame, to aſk, demand, ſue for, recover and receive of and from all and every the perſon and perſons that is are or ſhall or may be liable to pay the ſame reſpectively, the principal ſum or ſums of money hereby aſſigned and the intereſt thereof reſpectively, and on payment thereof or of any part thereof reſpectively, for and in the names and name of them the ſaid *Intended Couple* or either of them or in the names or name of them the ſaid *Truſtees* or the ſurvivor of them his executors, adminiſtrators and aſſigns, to give, ſign and execute any receipt or receipts, acquittance or acquittances, releaſe or releaſes, or other good and effectual diſcharge or diſcharges for the ſame, and on non-payment thereof or of any part thereof reſpectively, for or in the names and name of them the ſaid *Intended Couple* or either of them to bring, commence, carry on and proſecute any action or actions, ſuit or ſuits, or other proceeding or proceedings whatſoever, and alſo to adjuſt, compound, ſettle and compromiſe all accounts, reckonings, tranſactions, matters and things whatſoever relating to the ſaid principal ſum or ſums of money and the intereſt thereof or any of them or of any part thereof reſpectively and generally to do, execute and perform any other act, deed, matter or thing whatſoever relative to the receipt or recovery of the principal ſum and ſums of money hereby aſſigned or any of them and the intereſt thereof or any part thereof reſpectively, as fully and abſolutely to all intents and purpoſes whatſoever, as ſhe the ſaid *Intended Wife* ought or could do in her own proper perſon, in caſe theſe preſents had not been made or executed or the ſaid intended marriage ſolemnized: AND IT IS HEREBY AGREED AND DECLARED between and by all the parties to theſe preſents that the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns ſhall

The truſts declared.

ſtand

ſtand and be poſſeſſed of and intereſted in the principal ſum and ſums of money hereby aſſigned to them as aforeſaid and the intereſt thereof upon the truſts for the ends, intents and purpoſes, and with, under and ſubject to the powers, proviſoes, declarations and agreements hereinafter limited and declared, of and concerning the ſame, (that is to ſay,) IN TRUST for the ſaid *Intended Wife*, her executors, adminiſtrators and aſſigns, until the ſaid intended marriage ſhall be had and ſolemnized, And immediately from and after the ſolemnization thereof, UPON TRUST, that they the ſaid *Truſtees* and the ſurvivor of them his executors, adminiſtrators and aſſigns, do and ſhall by calling in or compelling payment of the ſaid ſum or ſums of money or a competent part thereof, or by ſelling, aſſigning, transferring or diſpoſing of the ſaid ſum or ſums of money or a competent part thereof, levy and raiſe the ſum of £.—— of lawful money of Great Britain, and do and ſhall pay one moiety or equal half part thereof to the ſaid *Intended Husband's Father*, his executors, adminiſtrators or aſſigns, for his or their own proper uſe and benefit, And do and ſhall lay out and inveſt the other moiety or equal half part of the ſaid ſum of £.—— either in the parliamentary ſtocks or public funds of Great Britain, or upon real ſecurities in England, and do and ſhall from time to time vary, alter and tranſpoſe the ſaid ſtocks, funds and ſecurities, as they the ſaid *Truſtees* or the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall in their or his diſcretion think fit, yet ſo that during the life of the ſaid *Intended Husband*, every ſuch laying out, inveſting, variation, alteration and tranſpoſition to be made with his conſent ſignified by ſome writing under his hand, AND it is hereby agreed and declared between and by all the parties to theſe preſents, that the receipt or receipts in writing of the ſaid truſtees and the ſurvivor of them, his executors, adminiſtrators and aſſigns ſhall diſcharge the perſon or perſons to whom the ſame reſpectively are given from being accountable or anſwerable for the non-application or miſapplication of the money in ſuch receipt or receipts mentioned or acknowledged to be received or any part thereof, AND UPON THIS FURTHER TRUST, that they the ſaid truſtees or the ſurvivor of them, his executors, adminiſtrators and aſſigns, do and ſhall during the life of the ſaid *Intended Husband* pay the intereſt, dividends and annual produce of the ſtocks, funds or

for the lady until the marriage.

Afterwards to raiſe a ſpecific ſum and pay a moiety thereof to the intended Husband's Father.

And inveſt the other moiety in the funds or on real ſecurities,

The Truſtees receipt to be effectual diſcharges.

And pay the income unto the Intended Huſband for life.

or ſecurities, in or upon which the ſaid laſt mentioned moiety or equal half part of the ſaid ſum of £—— ſhall be laid out or inveſted unto the ſaid *Intended Huſband* and his aſſigns, for his and their own proper uſe and benefit, And immediately from and after the deceaſe of the ſaid *intended Huſband*, UPON TRUST, that if there ſhall be any child or children of the ſaid *Intended Couple*, other than and beſides an eldeſt or only ſon, who ſhall or may under or by virtue of the limitations comprized in the ſaid indenture of ſix parts, bearing even date with theſe preſents, be for the time being entitled in poſſeſſion or in remainder, exceptant on the deceaſe of the ſaid *Intended Huſband*, and ſubject to the term of 500 years, in the ſame indenture mentioned to the manor and other hereditaments comprized in the ſaid term, or to the receipt of the rents, iſſues and profits thereof, they the ſaid *Truſtees* or the ſurvivor of them, his executors, adminiſtrators and aſſigns, do and ſhall pay, transfer and aſſign the ſaid ſum or ſums of money, ſtocks, funds and ſecurities, to between or among ſuch child or children, other than and beſides and elder or only ſon, ſo for the time entitled as aforeſaid, in manner herein after mentioned (that is to ſay) the ſaid ſum or ſums of money, ſtocks, funds and ſecurities, to become and be a veſted intereſt or veſted intereſts in ſuch child or children reſpectively, and be paid, transferred or aſſigned to him, her or them, reſpectively at ſuch age or reſpective ages in ſuch manner; and if more than one, in ſuch ſhares and proportions as the ſaid *intended Huſband* ſhall by any deed or deeds, inſtrument or inſtruments in writing with or without power of revocation, to be ſealed and delivered by him in the preſence of, and atteſted by two or more credible witneſſes, or by his laſt will and teſtament or by any codicil or codicils in writing to be ſigned and publiſhed by him in the preſence of, and atteſted by three or more credible witneſſes direct or appoint, And in default of ſuch direction or appointment if there ſhall be but one ſuch child, other than and beſides an eldeſt or only ſon ſo for the time being entitled as aforeſaid, the ſaid ſum or ſums of money, ſtocks, funds or ſecurities to be an intereſt veſted in ſuch only child being a ſon at his age of 21 years, and being a daughter at her age of 21 years, or on the day of her marriage, which ſhall firſt happen and to be paid, transferred or aſſigned to him or her on or at the ſame age, day

And after his deceaſe to transfer the principal amongſt ſuch certain children, if any, as he by deed or will may appoint.

Remainder, if there ſhall be only one ſuch child as that child.

day or time, if the ſame ſhall happen after the deceaſe of the ſaid *Intended Husband*, but if the ſame ſhall happen in his life time then immediately after his deceaſe, or if there ſhall be two or more ſuch children, other than or beſides an elder or only ſon, ſo for the time being entitled as aforeſaid, then in default of ſuch direction or appointment as aforeſaid, the ſaid ſum or ſums of money, ſtocks, funds and ſecurities to be paid, transferred or aſſigned to, between or among ſuch two or more children in equal ſhares and proportions, the ſhare or ſhares of ſuch of them who ſhall be a ſon or ſons to be an intereſt veſted or intereſts veſted in him or them reſpectively at his or their age or reſpective ages of 21 years, and the ſhare or ſhares of ſuch of them as ſhall be a daughter or daughters to become an intereſt veſted in her or them, reſpectively at her or their reſpective ages of 21 years, or day or reſpective days of marriage, which ſhall firſt happen, and to be paid, transferred and aſſigned to him, her or them reſpectively, on or at the ſame age or times reſpectively, if the ſame reſpectively ſhall happen after the deceaſe of the ſaid *Intended Husband*, but if the ſame ſhall happen in his life time, then immediately after his deceaſe. PROVIDED ALWAYS, and it is hereby agreed and declared, between and by the parties to theſe preſents, that no child or children taking any part of the ſaid ſum or ſums of money, ſtocks, funds and ſecurities, under or by virtue of any direction or appointment to be made by the ſaid *Intended Husband*, in purſuance of the power or authority hereinbefore given him for that purpoſe, ſhall have or be entitled to any further or other ſhare of, or in that part of the ſaid ſum or ſums of money, ſtocks, funds or ſecurities, of which no ſuch direction or appointment ſhall be made until the other child, or each or every of the other children, (if more than one) for whom portions are intitled to be hereby provided as aforeſaid ſhall have received a ſhare of or in the ſaid ſum or ſums of money, ſtocks, funds or ſecurities, equal in value to the ſhare ſo to be directed or appointed as aforeſaid. PROVIDED ALSO, and it is hereby further agreed and declared between and by all the ſaid parties to theſe preſents, that if there ſhall be more than one child for whom portions are intended to be hereby provided as aforeſaid and any of them being a ſon or ſons ſhall depart this life or become an eldeſt or only ſon ſo for the time being

Or if more than one, among ſuch children equally.

Hotchpotch.

Proviſions of accruer.

being entitled as aforeſaid under the age of 21 years, or being a daughter or daughters ſhall depart this life without being or having been married and under the age of 21 years, then in caſe no ſuch direction or appointment as aforeſaid ſhall be made by the ſaid *Intended Husband* to the contrary the ſhare mentioned to be hereby provided for each ſuch ſon ſo dying or becoming an eldeſt or only ſon entitled as aforeſaid, and for each ſuch daughter ſo dying, or ſo much thereof as ſhall not have been raiſed and paid or applied for the preferment or advancement in the world of any ſuch ſon or ſons in purſuance of the power or authority hereinafter for that purpoſe contained, ſhall go, accrue and belong to the ſurvivors or ſurvivor and others and other of ſuch children, not being an eldeſt or only ſon entitled as aforeſaid and ſhall veſt in and be paid to him, her or them, if more than one, in equal parts, ſhares, proportions, at ſuch and the ſame time or times, and in ſuch and the ſame manner as is hereinbefore declared, of or concerning his, her or their original ſhare or ſhares, of or in the ſaid ſum or ſums of money, ſtocks, funds and ſecurities, and that in caſe more than one ſuch ſon ſhall depart this life or become an eldeſt or only ſon entitled as aforeſaid under the age of 21 years, or more than one ſuch daughter ſhall depart this life under that age without being or having been married then and ſo often as the ſame ſhall happen in caſe no ſuch direction or appointment as aforeſaid ſhall be made by the ſaid *Intended Husband* to the contrary all and every the ſurviving or accruing ſhare or ſhares of ſuch laſt mentioned child or children ſo dying or becoming an eldeſt or only ſon entitled as aforeſaid, of or in the ſaid ſum or ſums of money, ſtocks, funds or ſecurities, or of or in ſuch part thereof as ſhall not have been raiſed and paid, or applied for his, her or their preferment or advancement in the world, by, under or in purſuance of the power or authority hereinbefore mentioned or referred to, ſhall again, from time to time, ſurvive, accrue, or go to the then ſurvivor or ſurvivors, and other and others of the ſaid children, and ſhall veſt and be payable between him, her, or them reſpectively, as hereinbefore is declared, touching or concerning his, her, or their original ſhare and ſhares of and in the ſaid ſum or ſums of money, ſtocks, funds, and ſecurities; PROVIDED ALWAYS NEVERTHELESS, and it is hereby agreed and declared between and by all the

Proviſions in caſe any of the children take to a Library.

the ſaid parties to theſe preſents, that if any daughter or daughters, younger ſon or younger ſons of the body of the ſaid *Intended Husband* on the body of the ſaid *Intended Wife* to be begotten, ſhall at any time or times hereafter, before he, ſhe, or they ſhall attain his, her, or their age or reſpective ages of twenty-one years, be engaged in or dependant upon any ſociety or community of people reſiding in parts beyond the ſeas, having made any ſolemn declaration to remain under ſuch engagement or dependency, unmarried, or ſhall at any time or times hereafter, before he, ſhe, or they ſhall attain his, her, or their age or reſpective ages of twenty-one years as aforeſaid, make any ſolemn declaration, or be under any obligation of celibacy, then and in ſuch caſe, the portion or portions of ſuch daughter or daughters, younger ſon or younger ſons ſhall be reduced to and be only £.——— apiece, and then and in that caſe the reſidue of the portion or portions hereby intended for ſuch daughter or daughters, younger ſon or younger ſons ſhall go and be paid to ſuch daughter or daughters, younger ſon or younger ſons as ſhall not be engaged in or dependant upon any ſuch ſociety or community of people, or who ſhall not make ſuch ſolemn declaration, or be under ſuch obligation of celibacy as aforeſaid, and ſhall veſt in and be paid to ſuch younger ſon or younger ſons, daughter or daughters reſpectively, at ſuch ages days, or times, and with ſuch benefit, right of accruer or ſurvivorſhip between or among them (if more than one) as is hereinbefore mentioned reſpecting his, her, or their original portion or portions; PROVIDED ALSO, and it is hereby further agreed and declared by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid Truſtees and the ſurvivor of them, his executors, adminiſtrators and aſſigns, at any time or times after the deceaſe of the *Intended Husband* (or in his life-time, in caſe he ſhall ſo direct by any writing or writings under his hand) to levy and raiſe by the ways and means aforeſaid, but ſubject and without prejudice as hereinbefore is mentioned, any part or parts of the portion or portions intended to be hereby provided for ſuch younger ſons and daughters as aforeſaid, not exceeding in the whole for any one ſuch child, one moiety or equal half part or ſhare of his or her then expectant portion, and to pay and apply the money ſo to be raiſed for the preferment, advancement, or benefit of ſuch child, in ſuch manner as the ſaid Truſtees or the ſurvivor of them, his executors, adminiſtrators and aſſigns,

Proviſions for the preferment, advancement, or benefit of the children.

aſſigns, ſhall in their or his diſcretion think fit, notwithſtanding the portion or portions of ſuch child or children ſhall not then have become veſted or payable; AND it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, do and ſhall, after the deceaſe of the ſaid *Intended Husband*, out of the intereſt, dividends, and produce of the ſaid ſum or ſums of money, ſtocks, funds, or ſecurities, pay and apply for the maintenance and education of the child or children for the time being, of the ſaid *Intended Couple*, for whom a portion or portions is or are intended to be hereby provided as aforeſaid in the mean time and until his, her, or their portion or portions ſhall become payable, ſuch yearly ſum and ſums of money as the ſaid *Intended Husband* at any time during his life, ſhall, by any deed or deeds in writing, with or without power of revocation, to be ſealed and delivered by him in the preſence of and atteſted by two or more credible witneſſes, or by his laſt will and teſtament in writing, to be ſigned and publiſhed by him in the preſence of and atteſted by three or more credible witneſſes direct or appoint, not exceeding what the intereſt, dividends, or produce of the portion or portions intended to be hereby provided for ſuch child or children reſpectively would amount to at the rate of £. 5 for every £. 100 by the year, were he, ſhe or they then entitled thereto, and in default of ſuch direction or appointment, then ſuch yearly ſum or ſums of money (not exceeding the amount of ſuch intereſt, dividends, and produce as aforeſaid) as the ſaid *Truſtees* or the ſurvivor of them, his executors, adminiſtrators and aſſigns ſhall think fit, the ſaid yearly ſum or ſums of money to be free and clear of and from all deductions and reprizes whatſoever, and to be paid or applied by two equal half yearly payments on or at the days and times hereinafter mentioned (that is to ſay) the twenty-fifth day of March and twenty-ninth day of September, in every year; and the firſt of the ſaid half yearly payments to be made on ſuch of the ſaid days as ſhall happen next after the deceaſe of the ſaid *Intended Husband*; AND UPON THIS FURTHER TRUST, that in caſe no child of the ſaid *Intended Couple* ſhall become entitled to the ſaid ſtocks, funds, or ſecurities, under or by virtue of the truſts hereinbefore limited and declared, of or concerning the ſame, they the ſaid *Truſtees*, or the ſurvivor of them,

Proviſions for the maintenance and education of the children.

In caſe no child ſhall be intitled and the father ſurvive the mother, then immediately after her deceaſe and failure of iſſue, to transfer the premiſes to him.

them, his executors, adminiſtrators and aſſigns, do and ſhall transfer or aſſign the ſaid ſum or ſums of money, ſtocks, funds or ſecurities, or ſo much thereof reſpectively as ſhall remain unapplied upon the truſts hereinbefore declared, of and concerning the ſame, and the intereſt, dividends and produce thereof in manner hereinafter mentioned (that is to ſay) in caſe the ſaid *Intended Huſband* ſhall ſurvive the ſaid *Intended Wife*, THEN do and ſhall immediately after the deceaſe of the ſaid *Intended Wife*, and ſuch failure of iſſue of her body as aforeſaid, transfer or aſſign all the ſaid ſum or ſums of money, ſtocks, funds, and ſecurities, and the intereſt, dividends and produce thereof reſpectively, as ſhall remain unapplied upon the Truſts hereinbefore declared, of and concerning the ſame, unto the ſaid *Intended Husband*, his executors, adminiſtrators, or aſſigns, for his or their own uſe and benefit, BUT in caſe the ſaid *Intended Wife* ſhall ſurvive the ſaid *Intended Husband*, then do and ſhall after the deceaſe of the ſaid *Intended Husband*, and ſuch failure of iſſue as aforeſaid, transfer or aſſign one equal third part or ſhare of the ſaid ſum or ſums of money, ſtocks, funds, or ſecurities, and the intereſt, dividends, and produce thereof to the ſaid *Intended Wife*, her executors, adminiſtrators and aſſigns, for her and their own uſe and benefit, AND do and ſhall transfer and aſſign the two remaining third parts or ſhares of the ſaid ſum or ſums of money, ſtocks, funds and ſecurities, and the intereſt, dividends and produce thereof, to the executors or adminiſtrators of the ſaid *Intended Husband* (*The Common Proviſions, Clauſes, and Indemnifications, to be added*) IN WITNESS, &c.

But in caſe ſhe ſurvive, then after his deceaſe and failure of iſſue, to aſſign one-third part thereof abſolutely to her.

And the remaining third parts to the executors or adminiſtrators of the Intended Husband.

Settlor

Settlement of Property of various Deſcriptions of the Gentlemen and Lady, with many ſpecial Recitals and Proviſions, the Subſtance of which are expreſſed in the Margin.

THIS INDENTURE of three parts, made, &c. BETWEEN the *Huſband* and *Wife*, late the widow of A B, deceaſed, of the firſt part; *a Truſtee hereby declining to act* of the ſecond part; and *a Truſtee appointed in his ſtead*, and *a former Truſtee* of the third part; WHEREAS by indentures of leaſe and releaſe and ſettlement, bearing date reſpectively the 21ſt and 22d days of June, 1773, the releaſe being of three parts and made between the ſaid *former huſband*, *deceaſed*, and the ſaid wife of the firſt part; *A B and C D Truſtees for ſupporting contingent remainders*, the latter being dead, of the ſecond part; and *other Truſtees for a term of* 100 *years* of the third part, being the ſettlement made in purſuance of articles which were executed previouſly to the marriage of the ſaid deceaſed *Huſband* and *Wife*; and by two ſeveral fines in the ſame releaſe, covenanted to be, and which were afterwards levied, the freehold meſſuages or tenements, farms, lands, parts, and ſhares, and hereditaments, hereinafter expreſſed, to be hereby bargained, ſold, and demiſed, directed, limited, and appointed, and expreſſed to be ſituate in G. B. N. S. and A. in the county of I. together with the freehold part of a farm at S. in the ſame county, which hath ſince been ſold and diſpoſed of as hereafter is mentioned; and divers other meſſuages, farms, lands, and hereditaments ſituate in S. B. B. and A. in the ſaid county of L. and in H. and G. in the County of N. which have been alſo ſince ſold and diſpoſed of, were conveyed, limited, and aſſured (ſubject to a term of 100 years, thereby limited to the ſaid *Termors* upon certain truſts which are ſatisfied, whereby the ſaid term is determined), *To the uſe* of the ſaid *former Huſband* for his life, with remainder *to the uſe* of the ſaid *Truſtees* and their heirs during his life, upon truſt to preſerve contingent

Parties.

Reciting ſettlement made previouſly to the marriage of the wife, whereby ſhe had eventually a power to appoint certain freehold and other lands in L. &c. with remainder to herſelf in fee.

tingent remainders with remainder *to the uſe* of the ſaid *Wife* and her aſſigns for her life without impeachment of waſte with remainder *to the uſe* of the ſame truſtees and their heirs during her life upon truſt to preſerve contingent remainders with remainder *to the uſe* of the child or children of the ſaid *former huſband* and the ſaid wife in ſuch manner as therein is mentioned; and for default of ſuch iſſue *then to the uſe* of ſuch perſon and perſons, and to and for ſuch eſtate and eſtates, uſe and uſes, intents and purpoſes, and ſubject to and charged and chargeable with the payment of ſuch yearly or other ſum or ſums of money and in ſuch manner as ſhe the ſaid wife, whether covert or ſole, and notwithſtanding her coverture by any deed or deeds, writing or writings, with or without power of revocation and future appointment to be by her ſealed and delivered in the preſence of and atteſted by two or more creditable witneſſes, or by her laſt will and teſtament in writing, or any codicil or codicils, or any writing or writings, purporting to be or in the nature of her laſt will and teſtament, or codicil or codicils, to be by her, the ſaid *Wife* ſigned in the preſence of and atteſted by three or more creditable witneſſes, ſhould direct, declare, limit, give, or appoint with remainder *to the uſe* of the ſaid *Wife*, her heirs and aſſigns for ever. *And* in the ſaid indenture of releaſe is contained a power enabling the ſaid *former Huſband* and *Wife* with the conſent of the ſaid *Truſtees*, to ſell any of the hereditaments aforeſaid and to lay out the money thence ariſing in the purchaſe of other hereditaments to be ſettled in lieu thereof, and to the ſame uſes. And it is thereby provided that ſuch monies ſhould be paid to the ſaid *Truſtees* in order that the ſame might be applied purſuant to the directions thereinbefore-mentioned. *And* the ſaid *Truſtees* were thereby impowered to place out the monies ariſing by ſuch ſales upon real or government ſecurities, and to change the ſame ſecurities until proper purchaſes of lands could be made, the intereſt to go to ſuch perſons to whom the rents of the lands ſold would have belonged in caſe the ſame had remained unſold. AND the ſaid *former Huſband* did thereby covenant that he and the ſaid wife would ſurrender and aſſure all and ſingular the copyhold or cuſtomary meſſuages, cottages, farms, lands, tenements, and hereditaments whatſoever of the ſaid wife, ſituate, lying, or being within or part or parcel of the ſeveral manors of ——— and ———, or either of them,

And reciting that huſband and wife with conſent of truſtees had power to ſell, &c.

The money ariſing by ſale be paid to truſtees,

who were empowered to inveſt the ſame

and reciting a covenant by former huſband and his wife to ſurrender the copyholds of his ſaid wife to uſes,

them, which were theretofore the eſtates of the grandfather and father of the ſaid wife or either of them, *To the uſes* upon the truſts, and to and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſions, limitations, and agreements thereinbefore-mentioned, limited, declared, and contained, of and concerning the aforeſaid hereditaments and premiſes, or as nearly thereto as the cuſtoms of the ſaid reſpective manors would admit of. AND WHEREAS in purſuance of the aforeſaid covenant in that behalf contained in the ſaid recited indenture of releaſe, the ſaid *former Husband* and his *Wife* did duly ſurrender and aſſure the aforeſaid copyhold or cuſtomary eſtates to the uſes thereof declared by the ſaid indenture of releaſe. AND WHEREAS they the ſaid *former Huſband* and his *Wife* did, with the conſent of the aforeſaid *Truſtees*, in exerciſe of the power given them by the ſaid indenture of ſettlement, ſell and diſpoſe of the aforeſaid farm at S. in the ſaid County of L——— part whereof was freehold and part copyhold, and the clear monies thence ariſing, amounting to the ſum of £.1200, was thereupon inveſted in a mortgage of the ſame farm in the names of the ſaid truſtees, at intereſt after the rate of £. 4 per centum per annum; and the ſame mortgage is now veſted in the ſaid A. B. ſolely as having ſurvived the ſaid C. D. AND WHEREAS the ſaid *Husband* died ſome years ſince without having had any iſſue by the ſaid wife: AND WHEREAS the ſaid *Husband* did by his bond or obligation in writing, dated the 21ſt day of October laſt, become bound to the aforeſaid *declining and former Truſtees* in the ſum of £. 19,000, and after reciting thereunder, that a marriage was intended then ſhortly to be had and ſolemnized between the ſaid husband and wife, the condition of the ſaid obligation is expreſſed to be, that if the ſaid *Huſband*, his heirs, executors, or adminiſtrators ſhould within three calendar months next after the ſolemnization of the ſaid marriage, transfer or aſſign unto the above-named *Truſtees*, their executors, or adminiſtrators, government or real ſecurities of the clear yearly income of £. 450 at the leaſt, upon the truſts following, (that is to ſay) As to the intereſt thereof in truſt for the ſaid *Husband* for his life; and after his death, as to ſuch intereſt *in truſt* for the ſaid wife, for her life, in nature of her jointure and in bar of her dower; and, after her death, then as to the principal *intereſt* for all and every or ſuch one or more child or children of the ſaid

which were ſurrendered to the uſes of ſaid releaſe.

That the former huſband and wife, did ſell the farm at S. and the money thence ariſing was laid out in a mortgage of the ſame farm.

Former huſband dead without iſſue.

Bond of the preſent huſband conditioned after reciting a marriage intended for the aſſigning ſaid government or real ſecurities to the ſaid truſtees of the yearly income of 450l.

The intereſt to him for life. Afterwards to the wife for life in bar of dower, and after her death as to the principal for the iſſue

of the marriage, as parents or ſurvivors ſhould by deed appoint. In default, &c. for the children and iſſue as ſhall be dead, equally. In default of ſuch children or iſſue of ſuch children in truſt for huſband.

marriage in ſuch manner or proportions, and to be aſſigned at ſuch time or times as they the ſaid *Husband and Wife* or the ſurvivor of them, by deed or writing, ſhould appoint. And in default of appointment, then as to ſuch principal *in Truſt* for all and every ſuch child or children to be equally divided between them, if more than one, and for the iſſue of ſuch of them as ſhall happen to be dead leaving iſſue, ſuch iſſue to take, if more than one, equally amongſt them the ſhare which the parent of ſuch reſpective iſſue would have been intitled to if then living. And for want of ſuch child or children, or the iſſue of any ſuch child or children then living as to ſuch principal or the unappointed part thereof *In Truſt* for the ſaid *Husband*, his executors, adminiſtrators, and aſſigns; AND in which deed or writing ſo to be executed as aforeſaid, there ſhould be contained ſuch powers for changing the ſecurities and truſtees, and for indemnifying the truſtees as were uſually inſerted in ſettlements of that nature, and as ſhould be agreed on by the ſaid *Husband* and *Wife*, or the ſurvivor of them: *Then* and in ſuch caſe (or if the ſaid intended marriage ſhould not be had and ſolemnized) the ſaid obligation ſhould be void and of no effect; but if the ſaid intended marriage ſhould be had and ſolemnized, and if the ſaid *Husband*, his heirs, executors, or adminiſtrators ſhould not make ſuch aſſignment or transfer of ſecurities as aforeſaid, then the ſame obligation ſhould be and remain in full force and virtue. AND WHEREAS a marriage was in the ſaid month of October laſt ſolemnized between the ſaid *Husband* and *Wife*, AND WHEREAS by indentures of leaſe and releaſe, bearing date reſpectively the 17th and 18th days of January, 1786, the releaſe being of four parts and made between *Mortgagors* of the firſt part, a *Mortgagee for* £. 10000 of the ſecond part, J. F. of the third part, and the ſaid *Husband and others* of the fourth part, the manors, and the ſeveral farms, lands, rents, royalties, and appurtenances to the ſaid manors, meſſuages, and premiſes reſpectively belonging, and in the ſaid indenture of releaſe particularly mentioned and deſcribed, were in conſideration of the ſum of £. 15000 in the ſame indenture of releaſe mentioned to be lent and paid to the ſaid *Mortgagors* by the ſaid *Husband and others*, limited, appointed, granted, releaſed, and confirmed by the ſaid *Mortgagors* unto and to the uſe of the ſaid *Husband*, and others their heirs and aſſigns for ever, ſubject to redemption by the

Such deed to contain uſual powers.

That the marriage between the preſent couple had taken effect. And reciting a leaſe and releaſe 17 and 18 Jan. 1786, being a mortgage of certain manors, &c. to preſent huſband and others for 15,000l.

the ſaid *Mortgagors* on payment of the ſum of £. 15,000, and intereſt for the ſame after the rate of £. 5 for every £. 100 by the year, on the days and at the times therein for that purpoſe mentioned. AND WHEREAS by indenture of three parts, bearing even date with the laſt recited indenture of releaſe, and made between the ſaid *Husband*, &c. of the firſt part, the ſaid *Husband* of the ſecond part, and the ſaid *Mortgagee* of the third part, *reciting* the ſaid indentures of leaſe and releaſe laſt hereinbefore recited, *it is witneſſed* that the ſaid *Husband*, &c. did thereby acknowledge and declare, that the ſum of £. 5000, part of the ſaid ſum of £. 15,000, was the proper money of and was actually advanced by the ſaid *Husband*; and that the ſum of £. 10000 (the reſidue of the ſaid ſum of £. 15000) was the proper money of and was actually advanced by the ſaid *Mortgagee*, and that the names of them the ſaid *Husband*, &c. were only made uſe of as truſtees accordingly both as to the ſaid principal money and all intereſt to grow due for the ſame in the proportions aforeſaid. AND WHEREAS the ſaid *Husband* is intitled to £. 200 per annum, Long Annuities, which were lately ſtanding in his name in the books of the governor and company of the Bank of England. AND WHEREAS they, the ſaid *Husband* and *Wife*, are deſirous in virtue of the powers given by the condition of the ſaid recited bond in this behalf, of having the ſaid new truſtee ſubſtituted as a truſtee in the room and ſtead of the ſaid *Truſtee hereby declining to act*, for the purpoſes mentioned in the ſaid condition of the ſaid bond, to which ſubſtitution *both the Truſtees* are conſenting. AND WHEREAS they the ſaid *Husband* and *Wife* are deſirous of ſecuring an annuity of £. 300 per annum, by way of pin-money, for the ſeparate uſe of her the ſaid *Wife*, during their joint lives, upon and out of the aforeſaid freehold and copyhold eſtates in the county of L. now remaining unſold, in ſuch manner as is hereinafter expreſſed. AND he, the ſaid *Husband*, is alſo deſirous in ſatisfaction of the condition of the ſaid recited bond, ſo entered into by him as aforeſaid, to aſſign, ſettle, and aſſure the aforeſaid principal ſum of £. 5000, ſo as aforeſaid ſecured for his benefit by the aforeſaid recited indentures of leaſe and releaſe of the 17th and 18th days of January, 1786, and by the ſaid indenture of three parts, or declaration of truſt of even date with the ſame releaſe, together with the aforeſaid £. 200 Long Annuities (which principal

And reciting an indenture of three parts of the ſame date, being a declaration of truſt that 5000l only, part of the ſaid mortgage money, belonged to the huſband.

Huſband is intitled to 200l. Long Annuities.

And that he and his lady in virtue of a power in the condition of the ſaid bond wiſh to ſubſtitute a truſtee in the place of the deceaſed.

And that huſband and his lady wiſh to ſecure to her an annuity of 300l. for pin money out of the eſtates.

And that in ſatisfaction of the ſaid bond, huſband is deſirous to aſſign the ſaid 5000l. part of the ſaid mortgage money, and the 200l. Long Annuities, upon the truſts of the ſaid bond, which ſums produce 450l. per annum.

principal ſum of £. 5000 and £. 200 Long Annuities now produce a yearly income of £. 450) unto and in the names of the aforeſaid truſtees of the third part, upon ſuch truſts as are in and by the ſaid condition of the ſaid recited bond declared concerning the ſecurities which ſhould be transferred or aſſigned to the ſaid declining truſtee and his companion, in ſatisfaction of the ſame condition. AND ſhe, the ſaid *Wife*, is alſo deſirous, in execution of the aforeſaid power to her in that behalf given and reſerved in and by the ſaid recited indenture of releaſe and ſettlement of the 22d day of June, 1772, to limit and appoint the aforeſaid freehold and copyhold eſtates in the ſaid county of L. remaining unſold, and the eſtate which ſhall be purchaſed with the principal money ſecured upon the ſaid mortgage of the ſaid hereditaments at S. in the ſaid county of L. from and immediately after the death of her, the ſaid *Wife*, *To the uſe* of the ſaid *preſent Husband* for his life, with remainder to *Truſtees*, for a term of years, for ſecuring the repayment to the executors of him, the ſaid *preſent Husband*, of one moiety of the amount or value of ſo much of the ſaid principal ſum of £. 5000, and of the ſaid £. 200 Long Annuities, as ſhall at any time after the death of them, the ſaid *Husband and Wife*, be aſſigned or transferred unto all or any their child or children, or the iſſue of ſuch child or children, purſuant to the truſts hereby declared, of and concerning the ſame principal ſum and Long Annuities, with the ultimate remainder to ſuch uſes as the ſaid *Wife* ſhall by deed or will, notwithſtanding her coverture, and whether covert or ſole, direct or appoint. AND WHEREAS in purſuance and performance of the ſaid recited agreement in this behalf, the ſaid *Husband* hath with the privity, conſent, and approbation of the ſaid (teſtified by his being a party to and ſealing and delivering theſe preſents) transferred the aforeſaid £. 200, Long Annuities, into the names of them, the preſent truſtees, in the transfer books of the governor and company of the Bank of England, upon the truſts hereinafter declared, of and concerning the ſame, as they the ſaid truſtees do hereby acknowledge. NOW THIS INDENTURE WITNESSETH that in conſideration of the ſaid marriage which has been ſolemnized between the ſaid husband and wife, and in conſideration of all and ſingular the premiſes, and for ſecuring an annuity of £. 300 to the ſaid wife for her ſeparate uſe during the joint lives of herſelf and the ſaid *Husband*, and alſo

And that lady in execution of the power in her firſt ſettlement is deſirous to appoint the eſtates unſold to husband for life.

Remainder to Truſtees for 500 years to ſecure a moiety of ſaid 5000l. and 200l.

And reciting that husband hath transferred the ſaid 200 l. Long Annuities into the names of the truſtees.

Aſſignment.

alſo in conſideration of the ſum of 10s. by the ſaid *Truſtees*, to the ſaid husband and wife in hand, well and truly paid, before or on the execution of theſe preſents. They the ſaid husband and wife, HAVE, and each of them HATH granted, bargained, ſold, and demiſed, and by theſe preſents DO, and each of them DOTH grant, bargain, ſell, and demiſe unto the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns ALL, &c. and the reverſion, &c. and all the eſtates, &c. TO HAVE AND TO HOLD the ſaid meſſuages, farms, lands, tenements, and all and ſingular the hereditaments, herebefore expreſſed to be hereby bargained, ſold, and demiſed, with their and every of their appurtenances, unto the ſaid *Truſtees*, and their executors, adminiſtrators, and aſſigns, from henceforth for and during and unto the full end and term of ninety-nine years now next enſuing, and fully to be compleat and ended if they the ſaid *Husband* and *Wife* ſhall jointly ſo long live; but, nevertheleſs, upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral declarations and agreements hereinafter expreſſed and declared of and concerning the ſame, (that is to ſay) UPON TRUST, that they, the *Truſtees*, their executors, adminiſtrators, and aſſigns, do and ſhall yearly, and every year, during the joint lives of the ſaid *Husband and Wife*, by, and out of the rents, iſſues, and profits of the ſaid premiſes hereby demiſed, or by mortgage, ſale, or demiſe thereof or of any part thereof, for all or any part of the ſame term, levy and raiſe one annuity or yearly ſum of £. 300, of lawful money of Great Britain, and pay, apply, and diſpoſe of the ſame by equal quarterly payments, upon the 25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December in every year, clear of all deductions whatſoever, to ſuch perſon and perſons only, and to and for ſuch intents and purpoſes only as the ſaid *Wife*, notwithſtanding her coverture, and as if ſhe were ſole and unmarried, ſhall from time to time, by any writing or writings, ſigned with her hand, direct or appoint; and in default of, and in the mean time, and until ſuch direction or appointment do and ſhall pay the ſame annual ſum of £. 300 or ſo much thereof whereof there ſhall be no ſuch direction or appointment, into the proper hands of her, the ſaid *Wife*, for her ſole and ſeparate uſe, excluſive of the ſaid *Huſband*, who is not to intermeddle therewith, nor is the ſame to be ſubject or liable to his debts,

Operative words.

To hold.

For 99 years.

For ſecuring the payment of the ſaid 300l. annually to lady or her appointees, out of the rents and profits to her ſeparate uſe.

debts, contracts, controul, or engagements, but the whole of the ſaid annual ſum is to be for the ſole and peculiar uſe and benefit of the ſaid *Wife*, in the nature of pin money. And the receipts of the ſaid *Wife*, and of ſuch perſons to whom ſhe ſhall from time to time direct, or appoint, all or any part of the ſaid annual ſum of £. 300 to be paid, ſhall, notwithſtanding her coverture, from time to time, be good and effectual releaſes and diſcharges to the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, for ſo much money as in the ſame receipts ſhall be expreſſed to be received, the firſt quarterly payment of the ſaid annuity of £.300, to be made upon the 29th day of September next. And from and after full payment and ſatisfaction of the ſaid annuity of £.300, hereby made payable for the ſeparate uſe of the ſaid *Wife*, as aforeſaid, do, and ſhall permit and ſuffer the ſaid preſent *Husband* and his aſſigns from time to time, during the ſaid term of ninety-nine years, to receive and take the reſidue and ſurplus of the rents, iſſues, and profits of the ſaid premiſes, comprized in the ſaid term, to and for his and their own uſe and benefit. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid marriage ſo as aforeſaid ſolemnized between the ſaid *Husband* and *Wife*, and in conſideration of all and ſingular other the premiſes, and in performance of the ſaid agreement on the part of the ſaid *Husband*, ſo far as relates to the aforeſaid principle ſum of £.5000, ſecured by mortgage as aforeſaid. And alſo for and in condition of the ſum of 10s. by the ſaid *Truſtees* to the ſaid *Huſband*, in hand well and truly paid at or before the execution of theſe preſents, he, the ſaid *preſent Husband*, with the privity, conſent, and approbation of the ſaid, teſtified as aforeſaid, HATH granted, bargained, ſold, aſſigned, transferred, and ſet over, and by theſe preſents DOTH grant, bargain, ſell, aſſign, transfer, and ſet over unto the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns all the aforeſaid ſum of £.5000, part of the ſaid ſum £.15000, by the ſaid recited indentures of leaſe and releaſe, of the 17th and 18th days of January, 1786, and the ſaid indenture of three parts, or declaration of truſt of even date with the ſame releaſe, ſecured upon the manors, meſſuages, lands, and hereditaments in the ſame indentures compriſed: And all intereſt now due, and hereafter to become due and payable for the ſame ſum of £.5000, and all ſecurities for the ſame, and all powers, authorities, and remedies whatſoever, for recovering

Her receipts to ſufficient diſcharges.

The ſurplus of the Rents and profits to huſband.

Husband's aſſignment of the 5000l. ſecured by mortgage.

covering and receiving the ſame ſum of £.500, and the intereſt thereof, hereby aſſigned; and all the eſtate, right, title, intereſt, truſt, property, profit, claim, and demand whatſoever, at law and in equity, of him the ſaid *Husband*, of, in, to, and out of the ſame and every part thereof, TO HAVE, HOLD, receive, take, and enjoy the ſaid ſum of £.5000, part of the ſaid ſum of £.15000, and all intereſt thereon now due, and to grow due, and all and ſingular the premiſes hereby aſſigned unto the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, *upon the Truſts*, and to and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſoes, declarations, and agreements hereafter-mentioned, expreſſed, and declared, of and concerning the ſame. AND IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties hereto, that the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns ſhall ſtand and be poſſeſſed of, and intereſted in as well the ſaid £.200, Long Annuities, ſo transferred to them as aforeſaid, as the ſaid ſum of £.5000, hereby aſſigned, and the income and intereſt thereof reſpectively upon ſuch and the ſame truſts, and to and for ſuch and the ſame ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, and agreements, as are in and by the condition of the aforeſaid recited bond expreſſed and declared, of and concerning the government or real ſecurities, which ſhould be transferred or aſſigned by the ſaid *Huſband* to the ſaid *Truſtees*, their executors or adminiſtrators, in performance and ſatisfaction of the ſame condition, and the intereſt of the ſame ſecurities. And alſo upon and under, and ſubject to ſuch other truſts, proviſoes, declarations, and agreements as are hereinafter declared concerning the ſaid principal ſum of £.5000 and £.200, Long Annuites, and the income and intereſt thereof reſpectively. PROVIDED ALWAYS, and it is hereby declared and agreed, that if there ſhall not be any child or children, or iſſue of any child or children of the ſaid *Huſband* and *Wife*, who ſhall become intitled to the ſaid principal ſum of £.5000, hereby aſſigned, and the ſaid £.200, Long Annuities, or the ſecurities which may be ſubſtituted in lieu thereof. And if the ſaid husband ſhall die in the life-time of the ſaid wife, *Then*, and in ſuch caſe it ſhall and may be lawful to and for the ſaid wife, at any time or times after the death of the ſaid *Husband*, and ſuch

Habendum.

Declaration that the ſaid truſtees ſtand poſſeſſed of the 5000l. and the 200l. Long Annuities upon the truſts of the conditions of the ſaid bond.

And upon other truſts after-mentioned.

If there are no iſſue of the marriage who ſhall be intitled under the ſaid truſts, and if husband ſhall die in the life-time of his lady.

Power for lady, by deed, to appoint 2000l. to be raiſed by the ſaid truſtees to her own uſe.

ſuch failure of children and iſſue of children as aforeſaid, by any deed or deeds, writing or writings, to be by her ſealed and delivered in the preſence of two or more creditable witneſſes to direct or appoint any ſum or ſums of money, not exceeding in the whole the ſum of £.2000 of lawful money of Great Britain, to be raiſed by them the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators by calling in and receiving a ſufficient part of the ſaid principal ſum of £. 5000 hereby aſſigned, or by ſale of a ſufficient part of the ſaid long annuities or of the ſecurities to be ſubſtituted in lieu thereof, and to direct the ſame ſum or ſums when raiſed to be paid unto her the ſaid *Wife*, her executors, adminiſtrators and aſſigns, and for her and their own uſe and benefit and thereupon the truſtees reſpectively, ſhall pay, apply and diſpoſe of the ſaid monies ſo to be raiſed accordingly. *And* it is hereby declared and agreed by and between the ſaid parties hereto, that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, in the mean time and until the truſts hereinbefore declared concerning the ſaid principal ſum of £. 5000 hereby aſſured, and the £.200 long annuities, ſhall be fully executed and performed, with the conſent of the ſaid *Husband* and *Wife*, or of the ſurvivor of them (ſuch conſent to be reſpectively teſtified by any writing or writings under their, his or her hands and ſeals or hand and ſeal) and from and after the deceaſe of the ſurvivor of them the ſaid *Husband* and *Wife*, then by and of the proper authority of them the ſaid *Truſtees*, or the ſurvivor of them, to call in the ſaid principal ſum of £. 5000 and intereſt, hereby aſſigned, or any part thereof, and to ſell and diſpoſe of the ſaid long annuities, or any part thereof, and from time to time with ſuch conſent, teſtified as aforeſaid, or by and of ſuch proper authority as aforeſaid, as the caſe ſhall happen, to lend and place out the money ariſing by ſuch ſale or ſales upon any public or other land ſecurity or ſecurities at intereſt, or to lay out and inveſt the ſame, or any part thereof, in the purchaſe of ſtock in any of the public ſtocks or funds, or to depoſit the ſame for ſafe cuſtody in the Bank of England or elſewhere, ſubject to the truſts aforeſaid, and ſo from time to time to call in and receive ſuch monies ſo to be lent or placed out on ſecurities as aforeſaid, or to ſell and diſpoſe of ſuch ſtocks or funds ſo to be purchaſed as aforeſaid, or any part thereof,

In the mean time and until the truſts are ſatisfied, power for the truſtees, to call in the mortgage money and ſell the annuities and inveſt the ſame, ſubject to the ſaid truſts.

and

and again to lend, place out or inveſt the ſame monies or any part thereof in manner aforeſaid, as often as they ſhall think fit, with ſuch conſent or by and of ſuch proper authority as aforeſaid, ſubject always nevertheleſs to the truſts hereinbefore mentioned, and upon no other truſts whatſoever. AND IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties hereto (and particularly the ſaid *Wife*, doth, as far as ſhe can, or lawfully may conſent and agree) that the proviſion hereby made for her the ſaid *Wife* for her life, in caſe of her ſurviving the ſaid *Huſband*, by and with or out of the income of the ſaid £. 200 long annuities, ſo transferred as aforeſaid, and of the ſaid principal ſum of £. 5000 hereby aſſigned, ſhall be in full for her jointure and in lieu, bar, and ſatisfaction of and for her whole dower and thirds and freebench at common law, or by cuſtom, which ſhe can or may have or claim, of, in, or out of all and every or any of the freehold and copyhold, or cuſtomary meſſuages, lands, tenements, and hereditaments, whereof the ſaid *Huſband* now is, or at any time or times during the coverture between them ſhall be ſeized of any eſtate of freehold or copyhold of inheritance. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid marriage ſo as aforeſaid, ſolemnized between the ſaid *Husband* and *Wife*, and in conſideration of all and ſingular other the premiſes; and in full performance of the ſaid recited agreement on the part of the ſaid *Wife*, ſo far as relates to her ſaid freehold eſtates in the ſaid county of L——, now remaining unſold, and to the eſtates to be purchaſed with the principal money ſecured by mortgage on the aforeſaid farm at S—— in the county of S——, ſhe the ſaid *Wife*, with the privity, conſent and approbation of the ſaid *Husband*, teſtified by his ſealing and delivering theſe preſents, in purſuance and by force and virtue of the power and authority to her reſerved or given, or in any wiſe enabling her in this behalf in and by or under and by virtue of the ſaid hereinbefore recited indenture of releaſe of the twenty-ſecond day of June, one thouſand ſeven hundred and ſeventy-three, and in exerciſe and execution thereof, and alſo by force and virtue, and in exerciſe and execution of all and every other power and powers, authority and authorities, to her given or reſerved, or in her in any wiſe veſted in this behalf, HATH directed, declared, limited, given and appointed

The proviſion hereby made for lady is declared by her to be in bar of dower.

The wife in exerciſe of the power under her firſt ſettlement, appoints the eſtate and lands to be purchaſed with mortgage money [illegible]

pointed, and by this preſent deed or writing, by her ſealed and delivered in the preſence of and atteſted by two credible perſons, whoſe names are hereon indorſed, as witneſſes to her due execution hereof, DOTH direct, declare, limit, give and appoint ALL AND SINGULAR the freehold meſſuages, farms, lands, tenements, parts and ſhares, hereditaments and premiſes, heretobefore expected to be hereby granted and demiſed, *and alſo* all and ſingular the manors, meſſuages, farms, lands, tenements, and hereditaments, which ſhall or may be purchaſed with the principal money, ſecured by the aforeſaid mortgage, ſo made to the ſaid *Truſtees* as aforeſaid, from and immediately after the death of her the ſaid *Wife*, to the ſeveral uſes upon the ſeveral truſts, and to and for the ſeveral ends, intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, limitations, and agreements, hereinafter limited, expreſſed and declared, of and concerning the ſame (that is to ſay) TO THE USE of the ſaid *Husband* and his aſſigns, for and during the term of his natural life; without impeachment of, or for any manner of waſte, and from and immediately after the deceaſe of the ſaid *Husband*, TO THE USE of the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, for and during, and unto the full end and term of five hundred years, to commence and be computed from the death of the ſurvivor of them the ſaid *Husband and his Wife*, and to be from thence next enſuing and fully to be compleat and ended, without impeachment of or for any manner of waſte UPON SUCH TRUSTS and to and for ſuch ends, intents and purpoſes, and under and ſubject to ſuch proviſoes, conditions and agreements, as are hereinafter mentioned, expreſſed and declared, of and concerning the ſame, and from and after the end, expiration, or other ſooner determination of the ſaid term of five hundred years, and in the mean time ſubject thereto and to the truſts thereof, and charged and chargeable as aforeſaid, TO THE USE of ſuch perſon and perſons for ſuch eſtate and eſtates, and to and for ſuch ends, intents and purpoſes, and under and ſubject to ſuch powers, proviſoes, limitations and declarations, and charged and chargeable with the payment of ſuch yearly or other ſum or ſums of money, and in ſuch manner and form as ſhe the ſaid *Wife*, whether covert or ſole, and notwithſtanding her preſent or any future coverture by any deed or deeds, writing or writings, with

Operative words.

To husband for life.

Afterwards to Truſtees for 500 years.

And after the expiration or other ſooner determination of the ſaid term upon ſuch truſt as lady by deed or will ſhall appoint.

or

or without power of revocation, to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any codicil or codicils thereto, or any writing or writings, purporting to be or in the nature of her laſt will and teſtament, or a codicil or codicils thereto, to be by her ſigned and publiſhed, in the preſence of and atteſted by three or more credible witneſſes, ſhall direct, declare, limit, give or appoint; and in default of ſuch direction, declaration, limitation, gift or appointment, and in caſe any ſuch ſhall be made, then when and as the eſtates and intereſts thereby directed, declared, limited, given or appointed, ſhall reſpectively end and determine; and as to ſuch part or parts of the hereditaments aforeſaid whereof there ſhall be no ſuch direction, limitation, gift or appointment, TO THE ONLY PROPER USE AND BEHOOF of her the ſaid *Wife*, her heirs and aſſigns for ever; AND AS TO, FOR AND CONCERNING the ſaid term of five hundred years hereinbefore limited to the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid parties hereto, that the ſame is ſo limited to them upon the truſts and to and for the ends, intents and purpoſes, and under and ſubject to the powers, proviſoes and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame (that is to ſay) that in caſe there ſhall be any child or children of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, or the iſſue of any ſuch child or children who ſhall become intitled to the aforeſaid principal ſum of £.5000 hereby aſſigned and the aforeſaid £.200 long annuities or to the ſtocks, funds or other ſecurites to be ſubſtituted in lieu thereof, THEN UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, do and ſhall, at any time after the death of the ſurvivor of them the ſaid *Huſband and Wife*, by demiſe, ſale, or mortgage of the ſaid meſſuages, lands, tenements, and hereditaments compriſed in the ſaid term of 500 years, or of a competent part thereof, for all or any part of the ſame term, or by ſuch other ways or means as to them the ſaid truſtees reſpectively ſhall ſeem meet, raiſe and levy, or borrow and take up at intereſt, ſo much money as ſhall be equal to one moiety of the amount or value, at the market price, of the ſaid principal ſum and long annuities, or other ſecurities, to which

In default &c. of appointment to her in fee.

The truſts of the 500 years term declared to be that if there ſhall be any children of the marriage, or the iſſue of any ſuch children who ſhall become intitled to the 5000l. and the 200l. long annuities,

The truſtees by demiſe, ſale, &c. to raiſe as much money as will amount to one half of the ſaid 5000l. and long annuities, and diſpoſe of the ſame as the huſband ſhall by deed or will appoint.

ſuch child or children, or iſſue, ſhall become intitled. And do and ſhall pay and diſpoſe of the money ſo to be raiſed to ſuch perſon or perſons, and upon ſuch truſts, and under and ſubject to ſuch proviſoes and declarations as the ſaid *Huſband*, by any deed or deeds, or writing or writings, with or without power of revocation, or by his laſt will and teſtament in writing, or any codicil or codicils thereto to be by him executed in the preſence of two or more credible witneſſes, ſhall direct or appoint; and in default of ſuch direction or appointment, then do and ſhall ſtand poſſeſſed thereof, IN TRUST for him the ſaid *Husband*, his executors and adminiſtrators, and to pay, apply, and diſpoſe of the ſame accordingly. AND UPON THIS FURTHER TRUST that if there ſhall not be any child or children of the ſaid *Husband* and the ſaid *Wife*, nor the iſſue of any ſuch child or children who ſhall become intitled to the ſaid principal ſum of £.5000 hereby aſſigned, and the ſaid £. 200 long annuities, or to the ſecurities to be ſubſtituted in lieu thereof; And if the ſaid *Husband* ſhall die in the life time of the ſaid *Wife*, and if ſhe, the ſaid *Wife*, ſhall, in virtue of the power hereinbefore given to her in that behalf, raiſe, or direct to be raiſed, the ſum of £.2000, or any part thereof, by and out of the ſaid principal ſum of £.5000, hereby aſſigned, and the ſaid £. 200 long annuities, or other the ſecurities to be ſubſtituted in lieu thereof, then and in ſuch caſe that they, the ſaid *Truſtees*, their executors, adminiſtrators, or aſſigns, do and ſhall by any of the ways and means aforeſaid, after the death of the ſaid *Wife*, raiſe and levy, or borrow and take up at intereſt ſuch ſums of money as ſhall have been ſo raiſed, or directed to be raiſed, by and out of the ſaid principal ſum and long annuities or ſecurities ſo ſettled by theſe preſents: And do and ſhall ſtand poſſeſſed of ſuch ſum of money upon ſuch truſts as are hereinbefore declared reſpecting the money hereby directed to be raiſed under the truſts of the ſaid term of 500 years, in the event of there being any child or children, or the iſſue of any child or children of the ſaid *Husband* and *Wife* who ſhall become intitled to the ſaid ſecurities of the ſaid *Husband*, ſo ſettled by theſe preſents as aforeſaid. PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties hereto, that when the truſts hereinbefore declared of and concerning the ſaid term of 500 years ſhall have been executed and performed, or ſatisfied,

And in default of appointment to ſtand poſſeſſed thereof in truſt for husband.

If no children, nor iſſue of any, who ſhall be intitled as aforeſaid, and husband ſhall die in the life-time of his lady, And ſhe ſhall have raiſed 2000l. as aforeſaid, the truſtees, after her death, to raiſe ſuch ſum as ſhall have been raiſed and ſtand poſſeſſed thereof upon the truſts declared of this term reſpecting the money ſo raiſed in the event of there being iſſue of the marriage.

Proviſo for determining the term of 500 years.

fied, or ſhall become unneceſſary or incapable of taking effect; and the coſts and charges of the truſtees of the ſame term, their executors, adminiſtrators, and aſſigns, in and about the execution and performance of the ſame truſts, ſhall have been paid and ſatisfied, and which they are hereby authorized and impowered to levy and raiſe by all and every or any of the ways and means aforeſaid, and to retain to themſelves reſpectively accordingly; then and from thenceforth the ſaid term of 500 years, of and in the premiſes therein compriſed, or ſo much and ſuch part thereof as ſhall remain unſold and undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void to all intents and purpoſes whatſoever, any thing hereinbefore contained to the contrary thereof in any wiſe notwithſtanding. PROVIDED ALWAYS, and it is nevertheleſs hereby declared and agreed by and between the ſaid parties hereto, that nothing herein contained ſhall extend to deſtroy or affect the power of leaſing given to the ſaid wife in and by the hereinbefore recited indenture of releaſe, of the 22d day of June, 1773, ſo as the leaſes to be made in purſuance thereof during the joint lives of the ſaid *Husband* and the ſaid *Wife*, be made with the conſent of the ſaid *Husband* by his being a party thereto. PROVIDED ALSO that it ſhall and may be lawful to and for the ſaid *Husband*, from and after the death of the ſaid *Wife*, from time to time, during his life, in caſe he ſhall ſurvive her, by any deed or deeds, writing or writings, to be ſigned and ſealed by him in the preſence of two or more credible witneſſes, to demiſe or let all or any part of the ſaid meſſuages, lands, tenements, and hereditaments hereinbefore expreſſed to be hereby directed, limited, and appointed, to any perſon or perſons for any term or number of years not exceeding twenty-one years in poſſeſſion, but not in reverſion, remainder, or expectancy, ſo as upon every of ſuch leaſes there be reſerved and made payable during the continuance thereof reſpectively, the beſt and moſt improved yearly rent or rents that can be reaſonably had or obtained for the ſame, without taking any ſum or ſums of money, or other thing, by way of fine or income for or in reſpect of any ſuch leaſes: And ſo as none of ſuch leaſes made in virtue of theſe preſents be made diſpuniſhable of waſte by any expreſs words therein; and ſo as in every ſuch leaſe there be contained a clauſe of re-entry for non-payment of the rent or rents to be thereby reſpectively reſerved. And

Lady's power of leaſing not to be affected.

Proviſo for huſband, if he ſurvives his lady, to grant leaſes for 21 years.

ſo as the leſſee or leſſees to whom ſuch leaſe or leaſes ſhall be made, do ſeal and deliver a counterpart or counterparts thereof reſpectively. PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Truſtees*, and the ſurvivor of them and his heirs, at any time or times, with the conſent and approbation of the ſaid *Huſband* and *Wife*, or the ſurvivor of them, to be teſtified by any writing or writings under their, his, or her hands and ſeals or hand and ſeal, to be atteſted by two or more credible witneſſes, to make ſale and diſpoſe of, or convey in exchange for and in lieu of other meſſuages, lands, tenements, and hereditaments, to be ſituated in that part of Great Britain called England, the aforeſaid meſſuages, lands, tenements, and hereditaments, hereinbefore expreſſed to be hereby directed, limited, and appointed, or any part or parts thereof, to any perſon or perſons, and his or their heirs and aſſigns reſpectively, either together or in parcels, for ſuch price or prices in money, or for ſuch equivalent in meſſuages, lands, tenements, or hereditaments and money as to them the ſaid *Truſtees*, or the ſurvivor of them or his heirs ſhall ſeem meet; and upon payment of the money ariſing by ſale of the ſaid meſſuages, lands, tenements, and hereditaments hereby directed, limited, and appointed, or any part or parts thereof, to the ſaid *Truſtees*, or the ſurvivor of them, his heirs, executors, or adminiſtrators the receipt and receipts of them the ſaid *Truſtees*, or the ſurvivor of them, his heirs, executors, or adminiſtrators ſhall from time to time be a good and ſufficient diſcharge to ſuch purchaſor or purchaſors for the purchaſe money for which the ſame meſſuages, lands, tenements, and hereditaments hereby directed, limited, and appointed reſpectively ſhall be ſo ſold, or for ſo much thereof as in ſuch receipt or receipts ſhall be expreſſed or acknowledged to be received; and ſuch purchaſor or purchaſors, and his or their heirs, executors, adminiſtrators, or aſſigns ſhall not afterwards be obliged to ſee to the application of the ſame purchaſe money or any part thereof, and ſhall not be anſwerable nor accountable for any loſs, miſapplication, or non-application of the ſame, or any part thereof. And when the ſaid meſſuages, lands, tenements, and hereditaments hereby directed, limited, and appointed, or any part or parts thereof ſhall be ſold for a valuable conſideration in money, and any ſale, conveyance or exchange ſhall be thereof

Power of ſelling or exchanging.

thereof made and executed to any purchaſor or purchaſors, or other perſon or perſons, in virtue of theſe preſents, and ſuch receipts ſhall be given for the purchaſe money as aforeſaid; and alſo when the ſame meſſuages, lands, tenements, and hereditaments, or any part or parts thereof, ſhall be diſpoſed of or conveyed in exchange for or in lieu of any other meſſuages, lands, tenements, or hereditaments, and the fee ſimple of ſuch laſt mentioned hereditaments ſhall be well veſted in them the ſaid *Truſtees*, or the ſurvivor of them or his heirs, all and every perſon or perſons to whom any ſale, conveyance, or exchange of all or any part or parts of the hereditaments hereby directed, limited, and appointed as aforeſaid, ſhall have been made, and the reſpective heirs and aſſigns of ſuch perſon and perſons ſhall and may have, hold, and enjoy the hereditaments by them reſpectively purchaſed, or had in exchange freed and abſolutely diſcharged of and from all and every the uſes, reſtrictions, truſts, limitations, powers, proviſoes, declarations, and agreements hereinbefore limited, expreſſed, and declared of and concerning the ſame premiſes reſpectively (ſave and except the leaſes and eſtates for years granted or made purſuant to the power in that behalf hereinbefore contained). PROVIDED NEVERTHELESS, and it is hereby further declared and agreed, that when all or any part or parts of the ſaid meſſuages, lands, tenements, and hereditaments hereby made ſaleable as aforeſaid, ſhall be ſold in purſuance of theſe preſents, all and every the ſum and ſums of money which ſhall ariſe by ſuch ſale or ſales ſhall with all convenient ſpeed be laid out and diſpoſed of by them the ſaid *Truſtees*, or the ſurvivor of them, his heirs, executors, adminiſtrators or aſſigns, with ſuch conſent and approbation as aforeſaid, and by and of their or his own proper authority (in caſe the ſaid *Huſband* and *Wife* ſhall be then dead) and be inveſted in the purchaſe of other freehold meſſuages, lands, tenements, or hereditaments, and of copyhold meſſuages, lands, or hereditaments which may be contiguous thereto, and be convenient to be purchaſed therewith (if any), whereof not more than one fourth part in value of any one purchaſe ſhall be copyhold in fee ſimple in poſſeſſion, to be ſituate, lying, and being in that part of Great Britain called England, of equal or greater value to or than the meſſuages, lands, tenements, or hereditaments which ſhall have been ſo ſold or conveyed in exchange as aforeſaid: And as well

Proviſo for veſting.

the hereditaments ſo to be purchaſed as thoſe to be taken in exchange as aforeſaid, ſhall be ſettled, conveyed, and aſſured to ſuch and the ſame uſes upon ſuch and the ſame truſts and to and for ſuch and the ſame ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, reſtrictions, limitations, declarations, and agreements as are in and by theſe preſents limited, expreſſed, and declared of and concerning the ſaid meſſuages, lands, tenements and hereditaments hereinbefore expreſſed to be hereby directed, limited, and appointed as aforeſaid, or as near thereto as the deaths of parties and other contingencies will admit of. AND IT IS HEREBY FURTHER DECLARED AND AGREED, by and between the ſaid parties hereto, that in the meantime, and until the money ariſing by ſuch ſale or ſales as aforeſaid, ſhall be inveſted in a purchaſe or purchaſes as aforeſaid, it ſhall and may be lawful to and for the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, with the conſent and approbation of the ſaid *Huſband* and *Wife* or the ſurvivor of them, teſtified as aforeſaid, in caſe they or either of them ſhall be then living, and if they both ſhall be then dead, then, by and of the proper authority of them the ſaid *Truſtees*, or the ſurvivor of them, his executors, or adminiſtrators, to place out ſuch ſum or ſums of money at intereſt, in their or his name or names, either in the public ſtocks or funds, or on government or upon real ſecurities. And alſo with ſuch conſent and approbation as aforeſaid, or of their or his own proper authority, as the caſe may happen, from time to time to call in the principal money ſo as aforeſaid placed out, and to place out the monies thereby ariſing in or upon ſuch new or other ſtocks, funds, or ſecurities of the ſame or the like nature as they ſhall think proper. And the intereſt, dividends, and annual produce ariſing from ſuch ſtocks, funds, or ſecurities until ſuch purchaſe or purchaſes ſhall be made as aforeſaid, ſhall go and be paid and applied to ſuch perſon or perſons, and to and for ſuch uſes, intents, and purpoſes, and in ſuch manner as the rents and profits of the ſaid meſſuages, lands, tenements, and hereditaments ſo as aforeſaid hereinbefore directed to be purchaſed would go and be payable and applicable in caſe ſuch purchaſe or purchaſes was or were then actually made. PROVIDED ALSO, and it is hereby further declared and agreed, that the ſaid *Truſtees*, in and by theſe preſents

Proviſo that the Truſtees may inveſt the produce of the ſales (until the ſame ſhall be laid out in a purchaſe) in the funds, with the conſent of the Intended Couple, or the ſurvivor of them if living,

the intereſt whereof ſhall go in the ſame manner as the rents of the purchaſes would have done.

Indemnity to the truſtees.

preſents nominated and appointed, and each of them, their, and each of their heirs, executors, adminiſtrators, and aſſigns ſhall be charged and chargeable only for ſuch monies as they and each of them ſhall reſpectively actually receive by virtue of the truſts hereby in them reſpectively repoſed; and any one or more of them ſhall not be anſwerable or accountable for the others or other of them, but each and every of them only for his own acts, deeds, receipts, neglects, or defaults; nor ſhall they, or any of them, be anſwerable or accountable for any perſon or perſons acting under, or employed by them or any of them in the receipt, payment, or management of any of the truſt monies, or effects; nor for any bank, banker, broker, or other perſon with whom, or in whoſe hands any part of the truſt monies ſhall be depoſited or lodged for ſafe cuſtody; neither ſhall they the ſaid truſtees, or any of them, be anſwerable or accountable, or charged or chargeable for or with any loſs or damage which ſhall or may happen by reaſon of any inſufficiency or defect of title in any meſſuages, lands, tenements, or hereditaments to be purchaſed with the ſaid truſt monies, or any part thereof, or to be had or received by way of exchange for or in lieu of all or any part of the meſſuages, lands, tenements, and hereditaments hereby directed, limited, and appointed as aforeſaid; nor for the inſufficiency or deficiency of any ſecurity or ſecurities, ſtocks or funds, in or upon which the ſaid truſt monies, or any part thereof, ſhall, or may be placed out or inveſted, nor for any other misfortune, loſs, or damage which ſhall or may happen in the execution of any of the aforeſaid truſts or in relation thereto, except the ſame ſhall happen by or through their own wilful defaults reſpectively. And alſo, that they the ſaid truſtees, and each of them, their and each of their heirs, executors, adminiſtrators, and aſſigns, ſhall, and may reſpectively, by and out of the monies which ſhall come to their reſpective hands by virtue of the aforeſaid truſts, retain to and reimburſe himſelf and themſelves reſpectively, and alſo ſhall and may, by and out of ſuch monies, allow to his and their co-truſtee and co-truſtees all ſuch coſts, charges, damages, and expences as they or any of them ſhall or may reſpectively ſuſtain, expend, or be put unto in or about the execution of the truſts hereby in them reſpectively repoſed, or any of them, or for or on account of any matter, cauſe, or

Power to change truſtees

thing whatſoever in anywiſe however relating thereto. AND IT IS HEREBY FURTHER DECLARED AND AGREED, by and between the ſaid parties to theſe preſents, that in caſe they the ſaid *Truſtees* or either of them, ſhall die or be deſirous to quit and be diſcharged of and from the truſts and powers hereby in them repoſed as aforeſaid, at any time or times before the ſaid truſts and powers ſhall be fully executed and performed, Then and in either of the ſaid caſes, and when and ſo often as the ſame ſhall happen it ſhall and may be lawful to and for the ſaid *Husband* and *Wife*, or the ſurvivor of them, by any writing or writings under their, his, or her hands and ſeals, or hand and ſeal, atteſted by two or more credible witneſſes, to nominate, ſubſtitute, or appoint any other perſon or perſons to be a truſtee or truſtees for the purpoſes aforeſaid in the place and ſtead of them the ſaid *Truſtees*, or ſuch of them as ſhall ſo die or be deſirous to quit and be diſcharged of and from the aforeſaid truſts and powers, and ſo from time to time, and as often as there ſhall be occaſion, to nominate, ſubſtitute, or appoint any other perſon or perſons to be a truſtee or truſtees in the manner and for the purpoſes aforeſaid, in the place and ſtead of the ſaid preſent or any ſucceeding or other truſtee or truſtees, who ſhall ſo die or be deſirous to quit and be diſcharged of and from the aforeſaid truſts and powers; *And* that when and ſo often as any new truſtee or truſtees ſhall be nominated or appointed as aforeſaid, the hereditaments and premiſes hereinbefore directed, limited, and appointed, and the ſaid term of 500 years therein, and alſo the ſaid principal ſum hereby aſſigned, and long annuities, and all and ſingular other the truſt premiſes or ſo much thereof as ſhall be then undiſpoſed of as aforeſaid, and all ſecurities for the ſame and every part thereof ſhall thereupon with all convenient ſpeed be conveyed, aſſigned, and transferred ſo and in ſuch ſort, manner, and form as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former truſtees or truſtee and ſuch new truſtee or truſtees, to the uſes upon the truſts, and under and ſubject to the powers, proviſoes, declarations, and agreements hereinbefore mentioned, expreſſed, and declared of and concerning the ſame; and that every ſuch new truſtee or truſtees ſhall and may in all things act in the management, carrying on, and execution of the truſts

and

and powers aforeſaid, every or any of them, in conjunction with the others or other of them who ſhall ſurvive or continue, as fully and effectually in all reſpects and to all intents and purpoſes as if he, ſhe, or they had been originally in and by theſe preſents nominated a truſtee or truſtees for the purpoſes aforeſaid, and not in any other manner whatſoever; any thing, &c. AND THIS INDENTURE FURTHER WITNESSETH, and it is hereby declared and agreed by and between the ſaid parties hereto, and the ſaid *Wife* doth in further execution of the powers and authorities ſo veſted in her as aforeſaid, by this preſent deed or writing by her executed as aforeſaid, with the privity and conſent of the ſaid *Husband* teſtified as aforeſaid, direct, limit, and appoint that in the mean-time and until the money ariſing by ſale of the aforeſaid freehold and copyhold hereditaments at S. ſhall be laid out and inveſted in a purchaſe of real eſtates, the dividends and intereſt of the ſame money ſhall from time to time be paid to and received by ſuch perſon or perſons as would be intitled to the rents and profits of the real eſtate to be purchaſed with the ſaid money ariſen by ſale of the ſaid hereditaments at S. in caſe ſuch purchaſe were actually made. AND THIS INDENTURE FURTHER WITNESSETH, and the ſaid *Wife* in further execution of the powers and authorities in her veſted as aforeſaid, by this preſent deed or writing by her executed as hereinbefore is expreſſed, and with the privity and conſent of the ſaid *Husband* her huſband, teſtified as aforeſaid, HATH directed, declared, limited, given, and appointed, and by theſe preſents DOTH direct, declare, give, and appoint ALL AND SINGULAR the copyhold or cuſtomary meſſuages, farms, lands, tenements, parts and ſhares, and hereditaments which were in and by the ſaid recited indenture of leaſe and ſettlement of the 22d day of June, 1773, covenanted and agreed to be ſurrendered and aſſigned as aforeſaid, (except ſuch of the ſaid copyhold hereditaments as have been ſold and diſpoſed of as aforeſaid) with their and every of their appurtenances from and immediately after the deceaſe of her the ſaid *Wife*, to ſuch and the ſame uſes, upon ſuch and the ſame truſts, and to and for ſuch and the ſame ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, limitations, and agreements, as

Lady in further exercife of her power directs that until the money ariſing by ſale ſhall be laid out in a purchaſe of lands the intereſt, &c. ſhall be paid to the perſon who would be intitled to rents of the lands ſo purchaſed.

Lady in further exercife of her power, appoints all the copyholds by her firſt ſettlement covenanted to be ſurrendered immediately after her death to the ſame uſes as are before declared of the eſtates being freehold.

are

are hereinbefore limited, expreſſed, and declared, of and concerning the freehold hereditaments hereinbefore directed, limited, and appointed, or as near thereto as the cuſtoms of the manors whereof the ſaid copyhold hereditaments are holden, and the rules of law and equity will permit. AND the ſaid *Husband* doth hereby, for himſelf, his heirs, executors, and adminiſtrators, covenant and agree with the ſaid *Truſtees* and their heirs, executors, and adminiſtrators in manner following, (that is to ſay) That if he the ſaid *Husband* ſhall die in the life-time of her the ſaid *Wife*, then and in ſuch caſe all the houſes of him, the ſaid *Husband*, in town and country, wherein he ſhall reſide at the time of his death, with all the out-offices and out-buildings, gardens and pleaſure grounds thereunto belonging, and all the lands held by him therewith, as well freehold and copyhold as leaſehold, and all and ſingular the houſehold goods and houſehold furniture, books, plate, china, liquors, horſes, carriages, and implements of huſbandry, and live and dead ſtock of every nature and kind which ſhall then be in, upon or about the ſame houſes, offices, and buildings, gardens and pleaſure grounds and lands; and alſo all the jewels, watches, rings, and trinkets of him the ſaid *Husband*, and all the jewels and paraphernalia of her the ſaid *Wife* ſhall reſpectively upon and immediately after the death of him the ſaid *Husband* become the abſolute property of and veſt in her the ſaid *Wife* and her heirs, executors, adminiſtrators, and aſſigns, for all ſuch eſtates and intereſts as he the ſaid huſband ſhall then have, or be intitled to therein reſpectively: and that the heirs, executors, adminiſtrators, and aſſigns of him the ſaid *Husband* ſhall and will immediately after his death, whenever thereunto required by the ſaid *Wife*, her heirs, executors, adminiſtrators, or aſſigns reſpectively, (but at her and their coſts and charges) well and truly and effectually convey, aſſign, ſurrender and deliver the ſame hereditaments, and premiſes unto her the ſaid *Wife*, her heirs, executors, adminiſtrators, and aſſigns accordingly. AND FURTHER, that if he the ſaid *Husband* ſhall die in the life-time of the ſaid *Wife*, and if at any time or times afterwards, during the life-time of the ſaid *Wife*, the intereſt or income of the ſaid mortgage ſum hereby aſſigned, and of the ſaid long annuities, or of the ſtocks, funds, and ſecurities to be ſubſtituted in lieu thereof ſhall fall ſhort of

and

Covenant by huſband that if his lady ſurvives him all his houſes in town and country, plate, jewels, watches, rings, &c. ſhall become her abſolute property.

And that if at any time after his death the income of the ſaid 5000l mortgage money and 200l. long annuities ſhall not amount to a clear 450l. per ann. during her life his executors &c. ſhall make up the deficiency

and not produce the clear yearly ſum of £.450, or if by any means whatſoever after the death of him the ſaid *Husband*, in the life-time of her the ſaid *Wife*, ſhe the ſaid *Wife* ſhall in any one year be prevented from receiving the clear ſum or income of £.450 from the ſaid mortgage ſum hereby aſſigned, and the ſaid long annuities, or from the ſecurities to be ſubſtituted in lieu thereof, that then and in ſuch caſe, when and ſo often as the ſame ſhall happen the heirs, executors, or adminiſtrators of the ſaid *Husband* ſhall and will pay and make good the deficiency unto the ſaid wife. AND MOREOVER that he the ſaid *Husband* and his heirs, executors and adminiſtrators, and alſo the ſaid *Wife* and her heirs, and all and every other perſon and perſons whomſoever, having or lawfully claiming, or who ſhall or may have or lawfully claim any eſtate, right, title, truſt or intereſt of, in, to or out of the meſſuages, lands, tenements and hereditaments hereby granted and demiſed, directed, limited and appointed, and the ſaid principal money and intereſt hereby aſſigned and the ſaid long annuities, or any of them, or any part thereof, by, from or under or in truſt for him, her, them or any of them, ſhall and will from time to time, and at all times hereafter, upon every reaſonable requeſt of the ſaid *Truſtees* or the ſurvivor of them, or his heirs, executors or adminiſtrators, but at the proper coſts and charges in the law of the ſaid *Husband* and *Wife*, or their reſpective heirs, executors or adminiſtrators, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, devices, conveyances, aſſignments and aſſurances in the law whatever, for the further, better, more perfectly and actually granting, demiſing, directing, limiting or appointing the ſaid meſſuages, lands, tenements and hereditaments hereby granted and demiſed, directed, limited and appointed, with the appurtenances unto the ſaid *Truſtees* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, and alſo for the further, better more perfectly and abſolutely aſſigning, transferring, aſſuring and confirming the ſaid principal money and intereſt hereby aſſigned, and the ſaid long annuities, or any of them, or any part thereof, unto the ſaid *Truſtees* and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, to and for the uſes, ends, intents and purpoſes

For further aſſurance by the huſband for himſelf and his wife.

poſes upon the truſts, and made and ſubject to the powers, proviſoes, conditions, limitations, declarations and agreements hereinbefore mentioned, expreſſed and declared, of and concerning the ſame reſpectively, or ſuch and ſo many of them as ſhall be then exiſting undetermined and capable of taking effect, or as near thereto as the death of parties and other intervening circumſtances will admit, as by the ſaid *Truſtees* or the ſurvivor of them, or the heirs, executors, adminiſtrators, or aſſigns of ſuch ſurvivor or any of the parties inſerted in the premiſes, or their or any of their counſel in the law, ſhall be reaſonably deviſed or adviſed and required. IN WITNESS, &c.

Settlement or Conveyance by two Coparceners to ſeparate Truſtees or Grantees for diſtinct and ſeparate Purpoſes with Powers of Partition, &c.

This being a Conveyance from ſeparate Grantors to ſeparate Grantees, ſhould be doubly ſtamped.

Parties

THIS INDENTURE made, &c. BETWEEN *one Couple* of the firſt part; *another Couple* of the ſecond part; *the Tenant to the Precipe for ſuffering the Recovery* of the third part; *the Plaintiff or Demandant in the Recovery* of the fourth part; *Truſtees appointed by the firſt Couple to preſerve contingent remainders* of the fifth part; and *Truſtees appointed by the other Couple for the like purpoſe* of the ſixth part. [*Recite the articles made on the marriage of the firſt couple whereby the lady's moiety in the eſtates was agreed to be ſettled in ſtrict intail; and then the articles made on the marriage of the other couple whereby that lady's was alſo agreed to be ſettled in ſtrict intail.*]

NOW THIS INDENTURE WITNESSETH, that for carrying both the ſaid articles into execution, and for

for docking, barring, debarring, defeating, and deſtroying all eſtates tail, and the reverſions and remainders now ſubſiſting in or upon all or the entirety of the ſaid premiſes, and for conveying and ſettling the ſame to the uſes upon the truſts, and to and for the ſeveral ends, intents, and purpoſes hereinafter reſpectively limited, created, raiſed, or declared, of and concerning the ſame; and alſo in conſideration of ten ſhillings of, &c. to them *the ſeveral perſons of the firſt and ſecond parts*, in hand well and truly paid by the *Tenant* immediately before or upon the execution of theſe preſents, the receipt whereof is hereby acknowledged. They, *both the ſaid Couples*, HAVE and each of them HATH granted, bargained, ſold, releaſed, and confirmed, and by theſe preſents DO and each of them DOTH grant, &c. unto the ſaid *Tenant* (in his actual poſſeſſion, &c.) and to his heirs and aſſigns (*All or the entirety of the eſtates, with general words*) TO HAVE AND TO HOLD all the ſaid manors, meſſuages, lands, tenements, and hereditaments mentioned or intended to be hereby granted and releaſed, with the demeſne lands, ſervices, rights, royalties, members, and appurtenances, incident, appurtenant, or relating thereto unto the ſaid *Tenant*, his heirs and aſſigns, TO THE USE of the ſaid *Tenant*, his heirs and aſſigns for ever, IN ORDER to make him tenant of the freehold of the ſame, FOR THE PURPOSE of ſuffering common recoveries thereof in ſuch manner as is hereinafter-mentioned. AND IT IS HEREBY DECLARED AND AGREED, by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *plaintiff* or *demandant*, or ſome other proper perſon as plaintiff or demandant, before the end of next Hilary Term, or ſome other ſubſequent term, to ſue forth and proſecute out of his Majeſty's High Court of Chancery one or more writ or writs of entry, *ſur diſſeiſin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas, thereby demanding againſt the ſaid *Tenant* the ſaid manors, meſſuages, lands, tenements, and hereditaments, by ſuch apt and convenient name or names and other deſcriptions as ſhall be judged requiſite for that purpoſe. To which ſaid writ or writs the ſaid *tenant* ſhall appear gratis, in his proper perſon, and ſhall and will vouch to warrant the ſame manors, meſſuages, lands, tenements, and hereditaments, the ſaid (*both the ſaid couples*) who likewiſe ſhall and will appear in their proper perſons,

Conſideration.

Operative words.

Habendum.

Mode of ſuffering the recovery declared.

or

or by their attorney or attornies, and vouch to warrant the common vouchee, and such further proceeding shall be had therein, that two or more recoveries with double voucher over may be duly had, suffered in and upon the said writs of entry in all things according to the usual course of common recoveries. AND it is covenanted, concluded, declared, and agreed by and between all the said parties to these presents, that from and immediately after such time as the said common recoveries shall be had, suffered, and perfected, the same and the execution thereof, and the grant release and confirmation herein contained, and every of them shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, and are hereby declared to be and enure; And all and every person and persons who at any time hereafter shall be and stand seised of the aforesaid manors, messuages, lands, tenements and hereditaments by virtue of the said common recoveries of the same, or any part or parcel thereof, shall so stand and be seised thereof to the several uses, estates, intents and purposes, and subject to the several powers, provisions, limitations, and agreements hereinafter mentioned, expressed and declared, of and concerning the same, (that is to say) AS TO ONE UNDIVIDED MOIETY OR SHARE of the same manors, messuages, lands, tenements, and hereditaments, and of their respective incidents and appurtenances mentioned to be hereby granted and released (the entirety of such manors, messuages, lands, tenements, and hereditaments, with their respective incidents and appurtenances, to be or be considered as divided into two equal parts or shares) TO THE USE of the said *trustees of the fifth part*, their heirs, and assigns (*Here insert limitations so as to enter into the spirit of the first recited articles with the usual powers of leasing, selling, and exchanging, and then proceed as follows*). PROVIDED ALWAYS, and it is hereby also agreed and declared between and by the parties to these presents, that it shall and may be lawful to and for the said *first mentioned Trustees*, and the survivor of them and the executors and administrators of such survivor, at any time or times hereafter at the request and by the direction of the said *first Couple*, during their joint lives, and after the decease of such of them who shall first depart this life, then at the request and by the direction of the survivor of them during his life, and after the decease of such survivor then at the request and by the direction of

Uses of the recovery as to one undivided moiety of the premises.

And power to the trustees to make partition with the consent of parties as therein mentioned.

of the perſon or perſons who for the time being ſhall by virtue of any of the limitations hereinafter contained be in the actual poſſeſſion of or entitled to the rents, iſſues and profits of the ſaid moiety and premiſes limited or expreſſed to have been limited in ſtrict ſettlement, if ſuch perſon or perſons reſpectively ſhall be of full age, but if ſuch perſon or perſons reſpectively ſhall be under age, then during the minority or reſpective minorities of any ſuch perſon or perſons reſpectively, at the requeſt or by the direction of his, her, or their guardian or guardians, ſuch requeſt and direction to be teſtified by ſome writing or writings under the reſpective hands and ſeals of the perſon or perſons whoſe requeſt and direction for the time being is hereby made neceſſary to join and concur with the perſon or perſons for the time being ſeiſed of or intitled to the moiety, hereditaments and premiſes in making a partition or diviſion of the entirety of the premiſes or any part or parcel thereof; and that for the purpoſe of effecting any ſuch partition or diviſion as aforeſaid it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, at ſuch requeſt and by ſuch direction, and ſo teſtified as laſt aforeſaid, by any deed or deeds, inſtrument or inſtruments in writing, ſealed and delivered by them or him in the preſence of and atteſted by two or more credible witneſſes, abſolutely to revoke, determine, or make void all and every or any of the uſes, truſts, powers, or proviſoes hereinbefore limited, declared, or expreſſed, of and concerning the ſaid premiſes, and by the ſame or any other deed or deeds, inſtrument or inſtruments in writing, to limit, declare, direct, or appoint any other uſe or uſes, eſtate or eſtates, truſt or truſts of the hereditaments and premiſes, the uſes whereof ſhall be ſo revoked which it ſhall be thought neceſſary or expedient to limit, declare, direct, or appoint in order to effectuate any ſuch partition or diviſion as aforeſaid; and the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor ſhall ſettle and aſſure, or cauſe to be ſettled and aſſured the hereditaments which ſhall be received in lieu of or as a ſpecified allotment for any part of the hereditaments hereby made partible to ſuch and the ſame uſes, upon and for ſuch and the ſame truſts, intents and purpoſes, and with, under and ſubject to ſuch and the ſame powers, proviſoes, conditions, and agreements as are in and by theſe preſents limited, expreſſed,

expreſſed, declared, and contained, of and concerning ſuch of the hereditaments hereinbefore mentioned to be hereby made partible or as nearly thereto as the death of parties and other intervening accidents will admit of. And it is hereby alſo agreed and declared between and by the parties to theſe preſents, that upon ſuch partition or diviſion as aforeſaid, it ſhall and may be lawful to and for the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, to receive or take any ſum or ſums of money by way of equality of partition and to give and ſign receipts for the moiety to be paid for equality of partition as aforeſaid, and that the receipt or receipts ſhall be a ſufficient diſcharge and ſufficient diſcharges to the perſon or perſons paying ſuch ſum or ſums of money and having ſuch receipt or receipts as aforeſaid, who ſhall not afterwards be anſwerable for the loſs, miſapplication, or non application of the money, nor in anywiſe bound or concerned to ſee to the application of the money in ſuch receipt or receipts acknowledged to be received. AND AS TO THE OTHER UNDIVIDED MOIETY OR SHARE of the aforeſaid manors, meſſuages, lands, tenements, and hereditaments, with their incidents and appurtenances TO THE USE of *the other Truſtees*, their heirs and aſſigns (*Here inſert limitations ſo as to enter into the ſpirit of the other recited articles with the aforeſaid like powers, particularly that of partition, and then add the uſual indemnifications in reſpect to both ſets of truſtees*). IN WITNESS, &c.

[When a ſettlement is made of an undivided ſhare it ſeems at leaſt cautionary to inſert a power of partition, which ſhould enable the parties to raiſe groſs or annual ſums of money for the purpoſe of effecting the partition. As to the common power of exchanging authoriſing parties to make partition has been doubted, and there is an opinion of Mr. Booth to the contrary, in the printed Caſes, 2d vol. 94. But there ſeems little reaſon to doubt it, a partition being in effect the exchange of the undivided ſhare of the one party in the lands allotted to the other for the undivided ſhare of the latter in the lands allotted to the former. This is now ſettled in a Caſe decided at the Sittings before Eaſter Term 1793; *Loughborough*, Chancellor.]

Settlement of the Gentleman's and Lady's Perſonal Property, conſiſting of Monies in the Stocks, and on Bonds, Mortgages, &c. upon them and the Iſſue of the Marriage; alſo of the Lady's Life Intereſt in certain Freehold and Leaſehold Property and Monies, with a variety of ſpecial Proviſions and Covenants: amongſt which are Covenants from the Huſband to ſettle any new acquired Property of the Wife in her favour, and to permit her to diſpoſe of her Paraphernalia, &c.

THIS INDENTURE, of three parts, made, &c. BETWEEN *the intended Huſband*, of the firſt part; *the intended Wife*, (the only child and heireſs at law, and alſo reſiduary legatee and an executrix named in the laſt will and teſtament of her father, deceaſed,) of the ſecond part; and A. B. *Truſtee*, (an executor named in a codicil to the ſaid laſt will and teſtament of the ſaid father deceaſed,) and C. D. *another Truſtee*, of the third part. WHEREAS a marriage is intended ſhortly to be had and ſolemnized between the parties of the firſt and ſecond parts: AND WHEREAS the ſaid *Husband* is entitled to £.1,900 3 *per cent.* conſolidated bank annuities, which were lately ſtanding in his name in the books of the governor and company of the bank of England; and is alſo intitled to £.940 : 1 : 5, 5 *per cent.* conſolidated bank annuities, which he lately purchaſed with his own monies: AND WHEREAS the ſaid *Wife* is entitled in her own right to £.2,150, 3 *per cent.* conſolidated bank annuities, which were lately ſtanding in her name in the books of the governor and company aforeſaid; AND the ſaid *Wife* is alſo entitled to 400 ſhares in the mines royal mineral and battery works, which ſhares were lately ſtanding in her name in the books of the company of the ſaid mines royal, mineral, and battery works; AND ALSO of one annuity or yearly ſum of £.100 during her life, ſecured to her by certain articles of agreement, dated the 2d day of September 1761, and made between *her firſt Husband*, ſince deceaſed, of the one part, and the ſaid *Father deceaſed* and the ſaid *Wife*, and C. D. the father's nephew, of the other part, (being the ſettlement made previouſly to and in contemplation of the marriage between the ſaid *deceaſed and the preſent intended Wife*, whereby the ſaid *deceaſed*

Parties.

A marriage intended.

Huſband entitled to 1,900l. 3 per cent. conſolidated bank annuities, and to 940l. 1s. 5d. 5l. per cent. conſolidated bank annuities.

Wife to 2,150l. 3 per cent. conſolidated bank annuities.

400 ſhares.

100l. annuity.

How ſecured.

Blackader, Printer, 10, Took's Court, Chancery Lane.

Husband covenanted with the ſaid *Father and Nephew*, C. D. that in caſe he the ſaid *firſt Huſband* ſhould depart this life in the life-time of the ſaid *Wife*, without leaving iſſue of her body, (which event happened,) *Then*, and in ſuch caſe, the heirs, executors, and adminiſtrators of the ſaid *deceaſed Husband* ſhould pay unto the ſaid *Wife* one annuity of £.100 for her life, clear of all parliamentary and other charges and impoſitions, at the days of payment therein mentioned. AND WHEREAS the ſaid *Father* duly made and publiſhed his laſt will and teſtament in writing, bearing date on or about the —— day of ——— 1780, whereby, after deviſing his moiety and all other his ſhares of and in a certain parcel of paſture or marſh land in Lydd aforeſaid to his *Wife*, her heirs and aſſigns, he gave and deviſed *all that* his meſſuage or tenement and farm, commonly called or known by the name of G. G. *And* all other his meſſuages, lands, tenements, hereditaments, and real eſtate in the pariſh of G. in the County of S.: *And alſo* all his meſſuages, lands, tenements, hereditaments, and real eſtate whatſoever, (not therein before deviſed to his ſaid wife,) ſituate, lying, and being in the pariſh of L. and alſo in the pariſh of R. and elſewhere in the county of K. unto his brother and his ſaid nephew C. D. their heirs and aſſigns, to, for, and upon the uſes, truſts, intents, and purpoſes therein after limited and declared, and hereinafter in part expreſſed, (that is to ſay,) *As, to, for, and concerning* all that his ſaid meſſuage or tenement and farm, called G. G. and all other his ſaid meſſuages, lands, tenements, and hereditaments, and real eſtate in the ſaid Pariſh of G. in the county of S. *To the uſe* of his ſaid wife and her aſſigns for the term of her natural life, without impeachment of waſte; and from and immediately after her deceaſe, *As, to, for, and concerning* the ſaid meſſuages, lands, tenements, and hereditaments therein before limited to her for life as aforeſaid: *And alſo as, to, for, and concerning* all other his ſaid meſſuages, lands, tenements, hereditaments, and real eſtate whatſoever, (not therein before deviſed unto his ſaid wife, her heirs and aſſigns,) ſituate in the ſaid pariſhes of L. and R. and elſewhere in the ſaid county of K. from and immediately after his deceaſe, *To the uſe of* his daughter, the ſaid *Wife*, her heirs and aſſigns, for the term of her natural life, without impeachment of waſte, with divers remainders over. AND the ſaid teſtator thereby alſo gave and bequeathed all that his

The father's will, whereby he deviſed to wife freeholds for life,

and leaſeholds, to receive the rents for life.

his undivided moiety or half part, (the whole into two equal parts to be divided,) and alſo all other his parts and ſhares of and in *all that* ſheep-houſe, with the appurtenances, ſituate, lying, and being in a certain paſture or meadow ground, called N. in the pariſh of M. in the ſaid county of K. *and all thoſe* ſeveral and particular grounds of meadow, paſture, and marſh called N. ſituate in the ſaid pariſh of M. *And all thoſe* other lands, tenements, meadows, paſtures, feedings, commons, ways, waters, eaſements, and hereditaments, with the appurtenances, ſituate, lying, and being in the ſaid pariſh of M, which he was then poſſeſſed of or intitled to for the remainder of a term of 20 years, from the —— day of ——— 1765, thereof granted by J. E. to J. C. dated the —— day of ———, in the ſaid year 1765; *and all other* his leaſehold lands and tenements, ſituate, lying, and being in the ſaid pariſh of M. *and alſo* all his renewable and other his eſtate, right, title, and intereſt which he then had or ſhould or might have at the time of his deceaſe of, in, to, or out of his ſaid leaſehold premiſes in any manner howſoever, unto his ſaid nephew, his executors, adminiſtrators, and aſſigns, upon the truſts, and for the ends, intents, and purpoſes therein-after declared, and herein-after in part expreſſed, (that is to ſay) *upon Truſt*, that he the ſaid *Nephew*, his executors, adminiſtrators, and aſſigns, ſhould, by, and out of the rents, iſſues, and profits of the ſaid leaſehold premiſes, in the firſt place, pay the rents reſerved and made payable in reſpect thereof, and alſo perform and keep the covenants contained in the reſpective indentures of leaſe, on the part of the leſſees to be performed and kept, and alſo ſhould, as often as occaſion ſhould require, but at the end of every 7 years, from the commencement of the then or any future term or terms of years thereof to be granted, at the furtheſt, renew the leaſe or leaſes for the time being, ſubſiſting of the ſame premiſes, for ſuch further or other term or terms therein as could be procured, and for that purpoſe ſhould make ſuch ſurrender of the leaſes ſo to be renewed from time to time as ſhould be requiſite, and ſubject thereto *upon Truſt*, to permit and ſuffer his (the teſtator's) ſaid daughter and her aſſigns to poſſeſs and enjoy his ſaid leaſehold eſtates and premiſes, and to receive and take the rents and profits thereof, to and for her and their own uſe and benefit, during her life, with divers remainders, or truſts in nature of remainders over. *And* the ſaid teſtator there-

400l. to truſtees. Wife to receive the intereſt for life.

by alſo gave to his ſaid nephew the ſum of £.400 *in truſt*, to lay out the ſame in government or on real ſecurities, and with full powers to alter and vary the ſame at his diſcretion, and to pay the intereſt thereof to his ſaid daughter for her life, and after her death upon ſuch other truſts as are therein mentioned. *And alſo* gave to his ſaid nephew the further ſum of £.800 *in Truſt*, to lay out the ſame in government or on real ſecurities, and with full power to alter and vary the ſame at his diſcretion, and to pay the intereſt thereof to his (the teſtator's) ſaid daughter, for her life, and after her death upon ſuch other truſts as are therein mentioned: *And alſo* gave and bequeathed unto his ſaid nephew the further ſum of £.400, *in Truſt*, to lay out the ſame in government or real ſecurities, and with full power to alter and vary the ſame at his diſcretion, and to pay the intereſt thereof to his ſaid daughter for her life, and after her death upon ſuch other truſts as are therein mentioned.

800l. in like manner.

400l. in like manner.

Reſiduary bequeſt to wife.

And this ſaid teſtator, after diſpoſing of divers other parts of his perſonal eſtate, did thereby give and bequeath all the reſt, reſidue, and remainder of his goods, chattels, monies, ſtocks, funds, mortgages in fee and for years, and the eſtates therein compriſed, and all other his ſecurities for money, and his two annuities for £.50, ſecured on certain eſtates in the iſlands of Grenada and Barbadoes, and all other his perſonal eſtate whatſoever and whereſoever, (ſubject to the payment of his juſt debts, funeral charges, and the ſeveral legacies therein bequeathed,) unto the ſaid *Wife*, her heirs, executors, adminiſtrators, and aſſigns, reſpectively, to and for her and their own uſe and benefit:

Appoints executors.

And the ſaid teſtator did thereby nominate, conſtitute, and appoint his ſaid wife and his ſaid daughter to be joint executrixes of his ſaid laſt will and teſtament.

Firſt codicil.

AND WHEREAS the ſaid *Father*, by a codicil to his ſaid will, bearing even date therewith, (after giving ſome pecuniary legacies,) gave unto the ſaid C. D., his executors, adminiſtrators, and aſſigns, jointly with the ſaid A. B. his executors, adminiſtrators, and aſſigns, all his leaſehold eſtates, and the aforeſaid ſeveral ſums of £.400, £.800, and £.400, mentioned in his ſaid will, upon and under and ſubject to ſuch and the ſame truſts, powers, proviſos, and declarations as were in his ſaid will expreſſed concerning the ſame reſpectively. *And* he did thereby make the ſaid A. B. executor, with the two executrixes named in his ſaid will; and the ſaid teſtator died on or about the 15th day of laſt June, without

without revoking or altering his ſaid will and codicil, otherwiſe than by a ſecond codicil, (not executed according to the ſtatute for diſpoſing of real eſtates,) dated the —— day of March 1783 *, but which codicil did not affect any of the rights of the ſaid *Wife* under the ſaid will and firſt codicil; and the ſaid *Mother*, *Wife*, and *Nephew* have ſince the death of the ſaid *Teſtator* duly proved his ſaid will and codicils in the prerogative court of the archbiſhop of Canterbury. AND WHEREAS the ſaid *Wife* is entitled as reſiduary legatee of her ſaid *Father* to £.3,373 bank ſtock, reſidue of £.5,700 bank ſtock, which was lately ſtanding in his name in the books of the governor and company of the bank of England: *And alſo* to £.1,000 bank ſtock, which the ſaid *Father* did in his life-time lend and advance to his ſaid brother, and the re-transfer or return of which ſaid £.1,000 bank ſtock, with ſtock intereſt in the mean time is ſecured by an agreement in writing, dated the —— day of January 1787, under the hand of the ſaid *Brother*: *And alſo* to £.1,000 ſterling, and intereſt after the rate of 5 *per cent. per annum*, ſecured to the ſaid *Father*, deceaſed, by the joint and ſeparate bond of J. S. and B. H., dated the 24th day of March 1781; and likewiſe to £.300 ſterling, and intereſt thereon after the rate aforeſaid, ſecured to the ſaid *Father*, deceaſed, by the joint and ſeparate bond of H. N. and N. H., dated the 14th day of July 1781: *And alſo* to £.100 ſterling, and intereſt thereon, after the rate of 4 *per cent. per annum*, ſecured to the ſaid *Father* by the bond of B. F., dated the 1ſt day of May 1767: *And alſo* to £.200 ſterling, and lawful intereſt for the ſame, ſecured to the ſaid *Father* by another bond of the ſaid B. F., dated the 11th day of Auguſt 1768: *And alſo* to the ſum of £.2,000, and intereſt thereon, after the rate of 5 *per cent. per annum*, ſecured to her by a bond under the hand and ſeal of the ſaid *Nephew*, dated the 18th day of September laſt, and which ſaid ſum of £.2000 was produced by the ſale of £.1300 bank ſtock, part of the ſaid £.5,700 bank ſtock, lately ſtanding in the name of the ſaid *Father*, deceaſed, and to which the ſaid *Wife* became entitled as his reſiduary legatee as aforeſaid; and the ſaid *Wife* is alſo entitled for her life, under her ſaid father's will, to the dividends of £.1,027 bank ſtock, (which with the aforeſaid ſums of £.3,373 and £.1300 bank ſtock make up the aforeſaid ſum of £.5,700 bank ſtock,)

Wife entitled, as reſiduary legatee, to 3,373l. and 1,000l. bank ſtock.

1000l. ſterling, and intereſt at 5 per cent.

300l. ſterling, at ſame intereſt.

100l. ſterling, at 4l. per cent.

200l. ſterling, and intereſt.

2,000l. ſterling, at 5 per cent. Cobb's bond.

The dividends on 1,027l. bank ſtock for life.

* As this laſt codicil affected nothing, there was no occaſion to ſtate it further than thus ſlightly.

and which ſaid ſum of £.1027 bank ſtock is now at the market price thereof, worth, to be ſold, the ſum of £.1,600, and hath been lately transferred by her, the ſaid *Wife*, into the names of the ſaid A. B. and C. D. in ſatisfaction of the legacies of £.400, £.800, and £.400, making together £.1,600 ſo bequeathed to her by the ſaid *Father*, upon the truſts aforeſaid; *And* the ſaid wife is alſo entitled to the reverſion expectant on the death of the mother, of and in the principal ſum of £.2,000, with intereſt thereon, which ſum of £.2,000 is what remains unpaid of a large ſum ſecured to the ſaid *Father*, deceaſed, by a mortgage of certain leaſehold premiſes in ———, by indenture, dated the 25th day of December, 1774, from the aforeſaid huſband, deceaſed; and which leaſehold premiſes, (ſubject to the ſaid mortgage thereof, are now veſted in J. C. from whom the ſame £.2,000, and ſome arrears of intereſt is now due and owing, and the intereſt of which ſaid ſum of £.2,000, ſhe, the ſaid *Wife*, hath ſettled upon the ſaid mother for her life, with the privity and approbation of the ſaid *Husband*, by indenture bearing even date herewith, and made between the ſaid *Mother*, *Wife*, and A. B. of the firſt part; the ſaid *Husband* of the ſecond part; and the ſaid C. D. of the third part. AND the ſaid *Wife* is alſo entitled, as reſiduary legatee as aforeſaid, to divers other monies, funds, and ſecurities, part of the perſonal eſtate of the ſaid *Father*, deceaſed, to a conſiderable amount, which cannot at preſent be ſpecified, nor the value thereof aſcertained. AND WHEREAS, upon the treaty for the ſaid intended marriage, it was propoſed and agreed that the ſaid £.1,900 3 *per cent.* conſolidated bank annuities, and £.940 : 1 : 5 5 *per cent.* conſolidated bank annuities herein before mentioned to belong to the ſaid *Husband*; *And* the ſaid £.2,150 3 *per cent.* conſolidated bank annuities, 400 ſhares in the mines royal mineral and battery works, £.100 life annuity, £.3,373 bank ſtock, £.1,000 bank ſtock, the ſaid ſeveral ſums of £.1,000, £.300, £.100, and £.200, ſecured by the bonds of the aforeſaid J. S., B. H., H. N. and N. H., and B. F., and the ſaid ſum of £.2,000, ſecured by the bond of the ſaid A. B., reſpectively herein before mentioned to belong to the ſaid *Wife*, ſhould be transferred and aſſigned to *Truſtees* for making a proviſion for the parties to, and the iſſue (if any) of the ſaid intended marriage, or ſome or one of ſuch iſſue, in manner hereinafter mentioned: *And alſo* that all the aforeſaid freehold and leaſehold meſſuages, farms, lands, tenements,

The reverſion of 2,000l. and intereſt,

and divers other monies not aſcertained.

The agreement that certain ſums ſhould be ſettled to the ſeparate uſe of wife.

tenements, and hereditaments which are reſpectively deviſed and bequeathed by the will of the ſaid *Father*, deceaſed, *To the uſe* of, or in truſt for, the ſaid *Wife*, during her life as aforeſaid; *And alſo* her life intereſt in the dividends of the aforeſaid £.1027 bank ſtock, *and* her reverſion expectant on the death of the ſaid *Widow*, of and in the ſaid ſum of £.2,000, ſecured by mortgage of leaſehold premiſes; *And alſo* all the reſidue of the perſonal eſtate, late of the ſaid *Father*, which ſhall remain after payment of his debts, funeral expences, and legacies, and to which the ſaid *Wife* is entitled as aforeſaid, (other than the aforeſaid £.3,373 bank ſtock, £.1,000 bank ſtock, and the ſaid ſeveral ſums of £.1,000, £.300, £.100, £.200, and £.2,000, ſecured by bonds, as aforeſaid, ſhould be reſpectively conveyed, aſſigned, ſettled, and aſſured for the diſtinct and ſeparate uſe, benefit, and diſpoſal of the ſaid *Wife*, independent of the ſaid *Huſband*, in manner herein after mentioned; *And whereas* in purſuance of the ſaid recited agreement the ſaid £.1,900 3 *per cent.* conſolidated bank annuities, and £.940 : 1 : 5 bank ſtock, and the ſaid £.2,150 3 *per cent.* conſolidated bank annuities, and £. 3,373 bank ſtock have been by the order of the ſaid *Huſband and Wife* reſpectively transferred into the names of the aforeſaid A. B. and C. D. in the transfer books of the governor and company of the bank of England; *And* the ſaid 400 ſhares in the mines royal mineral and battery works have been by the ſaid *Wife* alſo transferred into the names of the ſaid A. B. and C. D., in the transfer books of the ſaid company of mines royal, mineral, and battery works, as they the ſaid A. B. and C. D. do hereby acknowledge. NOW THIS INDENTURE WITNESSETH, that for, and in conſideration of the ſaid recited marriage, and in further purſuance of the ſaid recited agreement, on the part of the ſaid *Wife*, and alſo for and in conſideration of the ſum of 10*s.* of lawful money of Great Britain, by the ſaid A. B. and C. D. to the ſaid *Wife*, in hand at or before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof hereby acknowledged, ſhe, the ſaid *Wife*, (with the conſent and approbation of the ſaid *Huſband*, teſtified by his being a party to, and ſealing and delivering of theſe preſents,) HATH granted, bargained, ſold and aſſigned, *and* by theſe preſents DOTH grant, bargain, ſell, and aſſign unto the ſaid A. B. and C. D., their execu-

In conſequence transfer made of certain ſums to the truſtees.

And the 400 ſhares.

Wife aſſigns to the truſtees the life annuity 100l. 1,900l. bank ſtock, on agreement, 1,000l., 300l., 100l., and 200l., ſecured as aforeſaid by bonds, upon truſt, &c.

tors, adminiſtrators, and aſſigns, ALL THAT the aforeſaid annuity or yearly ſum of £.100, which is, by the aforeſaid articles of agreement of the ſecond day of September 1761 made payable and ſecured to her, the ſaid *Wife* and aſſigns, for her life, as herein before is expreſſed; and alſo *all that* the aforeſaid £.1,000 bank ſtock ſecured by the aforeſaid agreement in writing, of the —— day of January 1787, under the hand and ſeal of the aforeſaid *Brother*, and all dividends, intereſt, and produce thereof; *And alſo* all the aforeſaid ſeveral bonds or obligations, under the hands and ſeals of the aforeſaid J. S., B. H., H. N., N. H., and B. F., bearing date reſpectively as aforeſaid, and the penalties thereof, and the aforeſaid ſums of £.1,000, £.300, £.100, and £.200 ſterling thereby ſecured, and all intereſt now due, and henceforth to grow due in reſpect thereof: *And alſo* all benefit and advantage of the ſame annuity or yearly ſum, bank ſtock, and ſterling monies, dividends, intereſt, and produce, and of every of them, and of every part thereof, TO HAVE, HOLD, receive, take, and enjoy the ſaid annuity or yearly ſum, bank ſtock, and ſterling monies, dividends, intereſt and produce, and all and ſingular other the premiſes herein before mentioned to be hereby aſſigned unto and by the ſaid A. B. and C. D., their executors, adminiſtrators, and aſſigns, *upon the Truſts*, and for the intents and purpoſes, and under and ſubject to the powers, proviſos, declarations, and agreements hereinafter expreſſed and declared of and concerning the ſame. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and in further purſuance of the ſaid recited agreement, on the part of the ſaid *Wife*, and for and in conſideration of the ſum of 10*s.* of lawful money of Great Britain, by the ſaid C. D. to the ſaid *Wife* immediately before or after the execution of theſe preſents, *ſhe*, the ſaid *Wife*, (with the conſent and approbation of her *Husband*, teſtified as aforeſaid) HATH granted, bargained, ſold, and aſſigned, and by theſe preſents DOTH grant, bargain, ſell, and aſſign unto the ſaid C. D. his executors, adminiſtrators, and aſſigns, *all that* the aforeſaid bond or obligation, under the hand and ſeal of the aforeſaid A. B., dated as aforeſaid, and the penalty thereof, and the aforeſaid ſum of £.2,000 thereby ſecured, and all intereſt now due, and from henceforth to grow due in reſpect thereof, and all benefit and advantage thereof, reſpectively, TO HAVE, HOLD, receive, take, and enjoy the ſaid bond or obligation, penalty, principal ſum

Habendum.

and the 2,000l. A. B.'s bond to C. D.

ſum and intereſt, and all and ſingular and other the premiſes laſt hereinbefore expreſſed to be hereby aſſigned unto and by the ſaid H. Ruſſell, his executors, adminiſtrators, and aſſigns, UPON THE TRUSTS, and for the intents and purpoſes, and under and ſubject to the powers, proviſos, declarations, and agreements hereinafter expreſſed and declared of and concerning the ſame; AND in conſideration of the ſaid intended marriage, and of all and ſingular other the premiſes, IT IS HEREBY DECLARED AND AGREED, by and between the ſaid parties hereto, that the ſaid A. B. and C. D., their executors and adminiſtrators, ſhall from henceforth ſtand and be poſſeſſed of and intereſted in the ſaid £.1900 3 *per cent.* conſolidated bank annuities, £.904 : 1 : 5 5 *per cent.* conſolidated bank annuities, £.2,150 3 *per cent.* conſolidated bank annuities, £.3,373 bank ſtock, 400 ſhares in the mines royal mineral and battery works, annuity of £.100, £.1,000 bank ſtock, and ſums of £.1,000, £.300, £.100, and £.200 ſterling, ſo reſpectively transferred and aſſigned to them as aforeſaid, and that the ſaid C. D. his executors, adminiſtrators, and aſſigns, ſhall from henceforth ſtand poſſeſſed of and intereſted in the ſaid ſum of £.2,000 ſterling, ſo aſſigned to him as aforeſaid, IN TRUST for the ſaid *Huſband* and *Wife*, reſpectively, and their reſpective executors, adminiſtrators, and aſſigns, according to the reſpective eſtates, rights, and intereſts of them, the ſaid *Husband* and *Wife*, therein reſpectively, immediately before the aforeſaid reſpective transfers and aſſignments thereof, until the ſaid intended marriage ſhall be had and ſolemnized, and from and immediately after the ſolemnization thereof, UPON THE SEVERAL TRUSTS, and to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral powers, proviſos, declarations, and agreements hereinafter expreſſed and declared of and concerning the ſame reſpectively, (that is to ſay,) UPON TRUST, to permit and ſuffer and fully authoriſe and impower the ſaid *Huſband*, and his aſſigns, during his life, to have, receive, take, and enjoy the dividends, intereſt, and produce of the ſaid £.1,900 3 *per cent.* conſolidated bank annuities, £.940 1*s.* 5*d.* 5 *per cent.* conſolidated bank annuities, £.3,373 bank ſtock, £.1,000 bank ſtock, and the ſaid ſeveral ſums of £.1,000, £.300, £.100, £.200, and £.2,000 yearly and every year, as the ſame ſhall ariſe and from time to time become due and payable, to and for

Declaration of the truſts

for huſband and wife, according to their eſtates therein, until the marriage;

and after marriage for the huſband for life, as to certain ſums.

and certain other ſums for the joint lives of himſelf and his wife,

for his and their own uſe and benefit; AND ALSO UPON TRUST to permit and ſuffer, and fully authoriſe and impower the ſaid *Husband* and his aſſigns, during the joint lives of himſelf and the ſaid *Wife*, to have, receive, take, and enjoy the dividends, intereſt, and yearly income of the ſaid £.2150 3 *per cent.* conſolidated bank annuities, 400 ſhares in the mines royal mineral and battery works, and annuity of £.100 yearly, and every year as the ſame ſhall ariſe, and from time to time, become due and payable to and for his and their own uſe and benefit; and from and immediately after the deceaſe of the ſaid *Husband*, in caſe the ſaid *Wife* ſhall ſurvive him, UPON TRUST,

if the wife ſurvives the huſband the whole to her for life:

to permit and ſuffer and fully authorize and empower her the ſaid *Wife* and her aſſigns during her life, to have, receive, take, and enjoy the dividends, intereſt, and yearly income of all and ſingular the ſaid bank annuities, ſhares in mines, bank ſtock, life annuity and ſterling monies ſo tranſferred and aſſigned by them the ſaid *Husband* and *Wife* reſpectively as aforeſaid, yearly and every year, as the ſame ſhall ariſe, and from time to time become due and payable to and for her and their own uſe and benefit; *and from* and immediately after the death of the ſaid *Husband*, in caſe he ſhall ſurvive the ſaid *Wife*, AS, TO, FOR, AND CONCERNING the ſaid £.1,900 3 *per cent.* conſolidated bank annuities, £.940 1:5 5 *per cent.* conſolidated bank annuities, £.3,373 bank ſtock, £.1,000 bank ſtock, and £.1,000, £.300, £.100, £.200, and £.2,000 ſterling;

after his death, if he ſurvive his wife, as to certain ſums,

and after the death of his wife in his life-time, as to other ſums;

and from and immediately after the death of the ſaid *Wife*, in caſe ſhe ſhall die in the life-time of the ſaid *Huſband*, *as*, *to*, *for*, *and concerning* the ſaid £.2,150 3 *per cent.* conſolidated bank annuities, and £.400 ſhares in the mines royal, mineral, and battery works; and in caſe the ſaid *Wife* ſhall ſurvive the ſaid *Huſband*, *then* from and immediately after her death, *as*, *to*, *for*, *and concerning* all and ſingular the ſaid bank annuities, ſhares in mines, bank ſtock, and ſterling monies ſo transferred and aſſigned by them, the ſaid *Huſband and Wife*, reſpectively as aforeſaid, *upon Truſt*; that they, the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns reſpectively, do and ſhall aſſign, tranſfer, and make over the ſame truſt premiſes reſpectively, as and when the ſeveral truſts thereof herein before declared ſhall reſpectively end and determine unto or between, and among all and every, or ſuch one or more child or children

and after her death, if ſhe ſurvives him, as to the whole.

Upon truſt to transfer to all the children of the marriage, as huſband and wife, by deed, ſhall jointly appoint.

children of the body of the ſaid *Huſband* on the body of the ſaid *Wife*, to be begotten at ſuch age or ages, day or days and times, in ſuch parts, ſhares, and proportions, manner and form, and with ſuch maintenance in the mean time until the aſſignment or transfer thereof, and ſubject to ſuch proviſos and limitations over (ſuch proviſos and limitations to be for the benefit of ſuch children, ſome or one of them) as they the ſaid *Huſband* and *Wife*, at any time or times, during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation, to be by them both ſealed and delivered in the preſence of two or more credible witneſſes ſhall direct or appoint; and in default of ſuch joint direction or appointment, *then*, as the ſurvivor of them, the ſaid *Huſband and Wife*, ſhall, after the death of the other of them, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her executed as aforeſaid, or by his or her laſt will and teſtament in writing, or any codicil thereto, or any writing purporting to be or in the nature of his or her laſt will and teſtament, or codicil to be ſigned and publiſhed in the preſence of the like number of witneſſes ſhall direct or appoint; and in default of and ſubject to ſuch direction or appointment, then do and ſhall aſſign, transfer, and make over the ſame truſt premiſes reſpectively, or ſo much thereof whereof there ſhall be no ſuch direction or appointment as aforeſaid; unto all and every the child and children of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, equally between and among them (if more than one) ſhare and ſhare alike; and if there ſhall happen to be but one ſuch child, then the whole to ſuch one child, the ſhare or ſhares of ſuch of them as ſhall be a ſon or ſons, to be aſſigned and transferred to him, or them, at his or their age or reſpective ages of twenty-one years; and the ſhare or ſhares of ſuch of them as ſhall be a daughter or daughters to be aſſigned and transferred to her or them, at her or their age or reſpective ages of twenty-one years, or day or reſpective days of marriage, which ſhall firſt happen after the truſts herein before declared, concerning the ſame truſt premiſes reſpectively, during the lives of the ſaid *Huſband and Wife* ſhall end and determine. PROVIDED ALWAYS, nevertheleſs, and it is hereby declared and agreed, that in default of ſuch direction or appointment as aforeſaid, and in caſe any ſuch child or children, being a ſon or ſons, ſhall attain his or their

in default, as the ſurvivor by deed or will ſhall direct or appoint;

in default to all the children, if more than one, equally;

if but one child, the whole to ſuch one child.

Proviſo for veſting.

their age or reſpective ages of twenty-one years, or being a daughter or daughters, ſhall attain her or their age or reſpective ages of twenty-one years, or be married before ſuch age in the lifetime of the *Husband and Wife*, or of the ſurvivor of them; then and from thenceforth all and every the right and intereſt, or rights and intereſts of the ſame ſon or ſons ſo attaining the ſaid age of twenty-one years, and of ſuch daughter or daughters ſo attaining the like age, or marrying before ſuch age, of, in, and to the ſaid truſt premiſes, or any part thereof, and whereof no ſuch direction or appointment ſhall be made as aforeſaid, ſhall reſpectively be, and be conſidered as a veſted intereſt or veſted intereſts in the ſame child or children, and ſhall be tranſmiſſible as ſuch to his, her, or their executors or adminiſtrators, notwithſtanding the death of ſuch child or children in the life-time of their parents, or of the ſurvivor of them.

Clauſe of ſurvivorſhip.

PROVIDED ALSO, that if any ſuch child, being a daughter, ſhall die under the age of twenty-one years, and unmarried, or if any ſuch child, being a ſon, ſhall die under the age of twenty-one years, then, and in ſuch caſe, and in default of and ſubject to any ſuch direction or appointment as aforeſaid; the portion hereby provided for each ſuch daughter ſo dying, not being married, and of each ſon ſo dying, as aforeſaid (other than what ſhall or may have been actually advanced, and paid for the advancement of ſuch ſon or ſons as hereinafter is mentioned) ſhall, from time to time, go and accrue to the ſurvivors or ſurvivor, and others or other of the ſame child or children, and their reſpective executors, adminiſtrators, and aſſigns of ſuch of them as ſhall be dead, having firſt acquired a veſted intereſt in their reſpective original portions, and be equally divided between ſuch ſurvivors, and others of them, and the ſaid repreſentatives of thoſe who ſhall be dead, (if more than one) ſhare and ſhare alike; and the ſame ſhall be aſſignable and transferrable at ſuch reſpective days and times as is hereby provided and declared, touching his, her, or their original portion or portions; and ſuch benefit of ſurvivorſhip or accruer ſhall extend as well to the ſurviving or accruing, as to the original ſhares. AND UPON THIS FURTHER TRUST, that they, the ſaid A. B. and C. D. or the ſurvivor of them, his executors or adminiſtrators, do and ſhall (in default of and ſubject to ſuch direction or appointment as aforeſaid) after the reſpective deaths of the ſaid *Husband and Wife*, and until the ſaid bank annuities, ſhares in mines royal,

Exception as to the ſons,

extended to the ſurviving ſhares.

royal, mineral and battery works, bank ſtock, and ſterling monies, ſhall reſpectively become aſſignable and transferable by virtue of the truſts aforeſaid, receive the clear yearly dividends, intereſt, and income thereof reſpectively, when and as ſuch dividends, intereſt, and income ſhall become due and payable, and pay the ſame into the hands of the guardian or guardians for the time being of ſuch child or children, whoſe portion or reſpective portions or ſhares of the truſt-monies, ſhall not then have become aſſignable or transferrable as aforeſaid, in order that ſuch dividends, intereſt, and income, may be, by ſuch guardian or guardians reſpectively, applied for and towards the reſpective maintenance and education of the ſame child or children (if more than one) according and in proportion to their ſeveral apparent or preſumptive rights and ſhares in the principal of the ſame truſt premiſes. PROVIDED ALWAYS, neverthelefs, and it is hereby declared and agreed, that notwithſtanding the truſts herein-before expreſſed, it ſhall and may be lawful to and for the ſaid A. B. and C. D., and the ſurvivor of them, his executors and adminiſtrators, at their or his diſcretion, at any time or times after the reſpective deaths of the ſaid *Husband and Wife*; and in default of ſuch direction or appointment as aforeſaid, to ſell or call in and receive any part of the ſaid bank annuities, ſhares in monies, royal, mineral and battery works, bank ſtock and ſterling monies hereby intended for the portion or portions of any ſuch ſon or ſons as aforeſaid, not exceeding in the whole one half of the preſumptive portion or portions which ſuch ſon or ſons may then be entitled to of and in the ſame truſt premiſes, and pay and apply the produce for buying ſuch ſon or ſons a commiſſion in the army, or for placing him or them in any profeſſion, buſineſs or employment, or for his or their inſtruction therein or otherwiſe for his or their advancement or benefit in the world, notwithſtanding his or their portion or portions ſhall not then have become veſted, due and payable. PROVIDED ALWAYS, and it is hereby declared and agreed by and between the ſaid parties hereto that in caſe there ſhall not be any child or children of the body of the ſaid *Husband* on the body of the ſaid *Wife*, to be begotten, or being ſuch, if all of them ſhall die before any of them, being a ſon or ſons, ſhall attain the age of 21 years, or being a daughter or daughters ſhall attain the like age, or be married, and in caſe the ſaid *Wife* ſhall die in the life-time of the ſaid *Husband*, then and in ſuch caſe that

Preferment of children.

If there be no iſſue, or if any, and they all ſhould die, and the huſband ſhould ſurvive the wife, the truſtees to aſſign to him the 1,900l. and 940l. 12s. 5d. ſtock;

that they the ſaid A. B. and C. D. or the ſurvivor of them, or his executors or adminiſtrators, do and ſhall from and immediately after the death of the ſaid *Wife* and ſuch failure of children as aforeſaid, aſſign, transfer, and make over the ſaid £. 1,900, 3 *per. cent.* conſolidated bank annuities, and £. 940 1s. 5d. 5 *per cent.* conſolidated bank annuities, or ſuch part thereof whereof there ſhall have been no ſuch direction or appointment or advancement as aforeſaid unto the ſaid *Husband*, his executors, adminiſtrators, and aſſigns, to and for his and their own uſe and benefit; and then alſo, and in ſuch caſe, do and ſhall aſſign, transfer, and make over the ſaid £. 2,150, 3 *per cent.* conſolidated bank annuities, and 100 ſhares in the mines royal, mineral, and battery works, or ſo much thereof, whereof there ſhall have been no ſuch direction or appointment or advancement from and immediately after the death ofthe ſaid *Wife*, and ſuch failure of children as aforeſaid. *And likewiſe* do and ſhall aſſign, transfer and make over the ſaid £. 3373 bank ſtock, £. 1000 bank ſtock, £. 1000, £. 300, £. 100, £. 200, and £. 2000 ſterling, or ſo much thereof whereof there ſhall have been no ſuch direction or appointment or advancement from and immediately after the death of the ſaid *Husband*, and ſuch failure of children as aforeſaid, to ſuch perſon or perſons upon ſuch truſts, and to and for ſuch ends, intents, and purpoſes, and under and ſubject to ſuch proviſos, directions, and declarations, and in ſuch parts, ſhares, and proportions, manner and form as the ſaid *Wife* at any time or times during her life, notwithſtanding her coverture by any writing or writings ſigned by her in the preſence of two or more creditable witneſſes, and with or without power of revocation, or by her laſt will and teſtament in writing, or any codicil thereto, or any writing purporting to be or in the nature of her laſt will and teſtament or codicil to be by her ſigned and publiſhed in the preſence of the like number of creditable witneſſes ſhall direct or appoint; and in default of ſuch direction or appointment, then to the executors and adminiſtrators of the ſaid *Wife*, to and for their own uſe and benefit. PROVIDED ALSO, and it is hereby further declared and agreed, that in caſe there ſhall not be any child or children of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, or being ſuch or all of them ſhall die before any of them, being a ſon or ſons, ſhall attain the age of twenty-one years, or, being a daughter or daughters, ſhall attain the like age, or be

and the 2,150l. bank annuities, and the 400 ſhares after the death of the wife,

and the 3,373l. bank ſtock, &c. after the death of the huſband, to ſuch perſons as the wife by deed or will ſhall appoint.

In default, to her executors or adminiſtrators.

Proviſo, that if no children, &c and the huſband ſhall die in the life-time of the wife, the truſtees to aſſign to the wife, her executors, adminiſtrators, or aſſigns;

be married; *And* in caſe the ſaid *Huſband* ſhall die in the life-time of the ſaid *Wife*, *Then*, and in ſuch caſe that they the ſaid A. B. and C. D., or their executors, adminiſtrators, reſpectively do, and ſhall from and immediately after the death of the ſaid *Huſband*, and ſuch failure of children as aforeſaid, aſſign, transfer, and make over the ſaid £.2,150, 3 *per cent.* conſolidated bank annuities, 400 ſhares in the mines royal mineral and battery works, £.3,373 bank ſtock, £.1,000 bank ſtock, £.1,000, £.300, £.100, £.200, and £.2,000 ſterling monies, or ſo much thereof whereof there ſhall be no ſuch direction or appointment or advancement as aforeſaid, and alſo the ſaid life annuity of £.100 per annum, unto her, the ſaid *Wife*, her executors, adminiſtrators, and aſſigns, to and for her and their own uſe and benefit; and alſo, and in ſuch caſe, do, and ſhall from and after the death of the ſaid *Wife*, and ſuch failure of children as aforeſaid, ſtand poſſeſſed of and intereſted in the ſaid £.1,900, 3 *per cent.* conſolidated bank annuities, and £.940 1*s.* 5*d.* 5 *per cent.* conſolidated bank annuities, or ſo much thereof whereof there ſhall have been no ſuch direction or appointment, or advancement as aforeſaid, *in Truſt* for the ſaid *Husband*, his executors, adminiſtrators, and aſſigns, and to aſſign, transfer, and diſpoſe of the ſame accordingly. *And* it is hereby further declared and agreed, by and between the ſaid parties hereto, that it ſhall and may be lawful to and for the ſaid A. B. and C. D., and their executors and adminiſtrators, reſpectively, in the mean time, from and after the ſolemnization of the ſaid intended marriage, and until the truſts hereinbefore declared of and concerning the ſaid bank annuities, ſhares in mines royal, mineral and battery works, bank ſtock, and ſterling monies, ſhall be fully executed and performed, with the conſent of the ſaid *Huſband* and *Wife*, or of the ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, (ſuch conſent to be teſtified reſpectively by any writing or writings, under their, his, or her hands and ſeals, or hand and ſeal, to ſell or diſpoſe of, or call in and receive the ſaid bank annuities, ſhares in mines royal mineral and battery works, bank ſtock, and ſterling monies, reſpectively, or any part or parts thereof, and lend and place out the money thence ariſing, in the names or name of the ſaid A. B. and C. D., or of the ſurvivor of them, his executors or adminiſtrators, upon any public or land ſecurity, or

and alſo after the death of the wife ſtand poſſeſſed of the 1,900l ſtock, &c. in truſt for the huſband and his executors, &c. and to be aſſigned accordingly.

Power to change ſecurities.

or ſecurities, at intereſt, or to lay out and inveſt the ſame, or any part thereof, in the purchaſe of ſtock in any of the public ſtocks or funds, or depoſit the ſame for ſafe cuſtody, in the bank of England or elſewhere, ſubject to the truſts aforeſaid; and ſo from time to time to call in and receive ſuch monies ſo to be lent or placed out on ſecurities as aforeſaid, or to ſell and diſpoſe of ſuch ſtocks, funds, or ſecurities ſo to be purchaſed as aforeſaid, or any part thereof, and again to lend, place out, or inveſt the ſame monies, or any part thereof, in manner aforeſaid, as often as they ſhall think fit, with ſuch conſent teſtified as aforeſaid, ſubject always to the truſts hereinbefore mentioned, and upon no other truſt whatſoever. AND for the conſiderations aforeſaid, and for the better enabling the ſaid A. B. and C. D., and the ſurvivor of them, his executors and adminiſtrators, to obtain, call in, and receive the ſaid life annuity of £.100, £.1000 bank ſtock, and the ſaid ſeveral ſums of £.1,000, £.300, £.100, £.200, and £.2,000 ſterling monies, hereby aſſigned to them as aforeſaid, and the dividends, intereſt, and income thereof, ſhe, the ſaid *Wife*, HATH made, ordained, conſtituted, and appointed, and by theſe preſents DOTH make, ordain, conſtitute, and appoint the ſaid A. B. and C. D., their executors, adminiſtrators, and aſſigns, her true and lawful attorney and attornies irrevocable for her the ſaid *Wife*, and in her name, but upon the truſts, and to and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſos, declarations, and agreements hereinbefore expreſſed and declared of and concerning the ſame, to aſk, demand, levy, ſue for, recover, and receive, by all lawful ways and means whatſoever, after the ſolemnization of the ſaid intended marriage, of and from the heirs and executors of the ſaid , or other the perſon or perſons liable to pay the ſame, the ſaid annuity or yearly ſum of £.100, when the ſame ſhall become due and payable; *and alſo* of and from the ſaid *Brother*, his heirs, executors, or adminiſtrators, the ſaid ſum of £.1,000 bank ſtock, and the dividends which ſhall become due for the ſame; *and alſo* of and from the aforeſaid J. S., B. H., H. N., N. H., and B. F. ſeverally and reſpectively, and their ſeveral and reſpective heirs, executors, and adminiſtrators, and all or any other perſon or perſons liable to pay the ſame, the ſaid ſeveral ſums of £.1,000, £.300, £.100, and £.200, ſecured by bond as aforeſaid, and all intereſt which ſhall be due

Letter of attorney from wife to A. B. and C. D.

due for the ſame: *And* upon non-payment or non-delivery of the ſaid life annuity of £.100 or of the ſaid £.1000 bank ſtock, and the ſaid ſeveral ſums of £.1000, £.300, £.100, and £.200 ſterling, or any of them, or the dividends and intereſt thereof, or of any part thereof reſpectively, to ſue forth, bring, commence, and proſecute ſuch action, ſuit, or proceſs, either at law or in equity, for the recovery of the ſame premiſes reſpectively, as they or any of them ſhall think fit; and on payment or receipt thereof, or of any part thereof reſpectively, to give ſufficient receipts and diſcharges for the ſame; and the ſaid *Wife* doth hereby give and grant unto the ſaid A. B. and C. D. their executors, adminiſtrators and aſſigns, full power and authority in and touching the premiſes; and doth hereby ratify and confirm all and whatever they the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, ſhall lawfully do, or cauſe to be done, in the premiſes, *(a ſimilar power of attorney, and in ſimilar words, from Wife to C. D. to recover the £.2000 ſecured by A. B's. bond)*. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage; and in purſuance and performance of the ſaid recited agreement, ſo far as the ſame relates to the real eſtates of the ſaid *Father*, deceaſed, whereof or whereto the ſaid *Wife* is now ſeized or entitled for her life as aforeſaid; and for and in conſideration of the ſum of 10s. of lawful money of Great Britain to the ſaid *Wife*, in hand, well and truly paid by the ſaid A. B. and C. D. at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged; ſhe, the ſaid *Wife*, (by and with the privity, conſent, and approbation of the ſaid *Huſband*, teſtified as aforeſaid) HATH granted, bargained, ſold, releaſed, and confirmed, and by theſe preſents DOTH grant, bargain, ſell, releaſe, and confirm, unto the ſaid *Truſtees* (in their actual poſſeſſion, &c. if the ſaid *Wife* ſhould ſo long live) and to their heirs, ALL AND SINGULAR the freehold meſſuages, farms, lands, tenements, hereditaments, and real eſtate whatſoever, in the counties of S. or K. or elſewhere, late of the ſaid *Father*, deceaſed, which, in, and by his ſaid recited will, were deviſed or limited either in poſſeſſion or reverſion to the uſe of the ſaid *Wife* and her aſſigns, for her life as aforeſaid, together with their and every of their rights, members, and appointments: AND all the eſtate, right, title, intereſt,

Releaſe, by wife, of the freeholds for her life.

uſe, truſt, property, poſſeſſion, claim and demand whatſoever, of her the ſaid M. H. of, in, to, or out of the ſame, or any part or parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuages, farms, lands, tenements, and all and ſingular other the hereditaments hereinbefore expreſſed, to be hereby granted and releaſed, with their rights, members, and appurtenances, (ſubject to the eſtate for life, of the ſaid *Mother*, of and in the ſaid meſſuage or tenement and farm, called G. G. and the ſaid other meſſuages, lands, tenements, hereditaments, and real eſtate, in the pariſh of G. aforeſaid) unto the ſaid A. B. and C. D. and their heirs, TO THE USE of the ſaid A. B. and C. D. and their heirs, during the life of the ſaid *Wife*, upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral proviſos, declarations, and agreements hereinafter mentioned, expreſſed and declared of and concerning the ſame. AND THIS INDENTURE FURTHER WITNESSETH, that for the conſiderations aforeſaid, and in purſuance and performance of the ſaid hereinbefore recited agreement, ſo far as the ſame relates to the reſiduum of the perſonal eſtate, late of the ſaid *Father* deceaſed, not hereby ſettled as aforeſaid; and for and in conſideration of 10s. of lawful money of Great Britain, to her, the ſaid *Wife*, in hand, well and truly paid by the ſaid A. B. and C. D. before or upon the execution hereof, ſhe, the ſaid *Wife*, (by and with the privity, conſent, and approbation of the ſaid *Husband*, teſtified as aforeſaid) HATH granted, bargained, ſold, and aſſigned; and by theſe preſents DOTH grant, bargain, ſell, and aſſign unto the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns, ALL AND SINGULAR the reſidue and remainder of the goods, chattles, monies, ſtocks, funds, ſecurities for money and perſonal eſtate whatſoever and whereſoever, late of the ſaid *Father*, deceaſed, which ſhall remain after the payment of his debts, funeral expences, and legacies, and to which the ſaid *Wife* is entitled, as his reſiduary legatee as aforeſaid, (other than and except the ſaid £.3,373 bank ſtock £.1000 bank ſtock, and ſeveral ſums of £.1000, £.300, £.100, £.200, and £.2000 ſterling monies hereinbefore mentioned, to be transferred and aſſigned reſpectively as aforeſaid): AND all the eſtate, right, title, intereſt, property, claim, and demand whatſoever, of her, the ſaid *Wife*, therein or thereto; and all powers, authorities, and remedies,

Habendum.

(Subject.)

To truſtees during her life.

Aſſignment of the reſiduum of the perſonal eſtate to the truſtees.

Operative words.

Exception, as to ſums already transferred.

remedies, for recovering, receiving, and getting in the ſame: TO HAVE, HOLD, receive, take, and enjoy all and ſingular the ſaid premiſes, laſt herein beforementioned, to be hereby granted and aſſigned, (ſubject nevertheleſs as to the aforeſaid ſum of £.2000, parcel of the ſame premiſes, which is now due and owing from the aforeſaid J. C. and ſecured by mortgage as aforeſaid, and to ſuch intereſt of the aforeſaid *Mother*, therein for her life, as ſhe is entitled to, under and by virtue of the aforeſaid indenture tripartite, bearing even date herewith) unto and by the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns, upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral proviſos, declarations, and agreements, hereinafter mentioned, expreſſed, and declared, of and concerning the ſame. AND IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties to theſe preſents, that the ſaid meſſuages, farms, lands, tenements, hereditaments, and real eſtate hereinbefore mentioned, to be hereby granted and releaſed unto and to the uſe of the ſaid A. B. and C. D. and their heirs, during the life of the ſaid *Wife* as aforeſaid; and that the ſaid reſidue of the perſonal eſtate of the ſaid *Father*, deceaſed, and premiſes, laſt hereinbefore mentioned, to be hereby aſſigned unto the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns as aforeſaid, are ſo reſpectively granted, releaſed, and aſſigned to them; and that they, the ſaid A. B. and C. D. their heirs, executors, adminiſtrators, and aſſigns reſpectively, ſhall ſtand ſeized and poſſeſſed of, and intereſted in all and ſingular the ſame hereditaments and premiſes reſpectively, upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral proviſos, declarations, and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame (that is to ſay) UPON TRUST, that they, the ſaid A. B. and C. D. the ſurvivor of them, his heirs, executors, adminiſtrators, and aſſigns, do and ſhall convey, aſſign, transfer, pay, make over, and deliver the ſame reſpectively, to ſuch perſon or perſons, for ſuch eſtate or eſtates, in ſuch parts, ſhares, and proportions, upon ſuch truſts, and to and for ſuch ends, intents, and purpoſes, and with, under, and ſubject to ſuch powers, proviſos, declarations, and agreements, and charged and chargeable with the payment of ſuch annual or groſs ſums, and in ſuch

Habendum.

Subject to clerk's mortgage of 2000l. &c.

Truſts declared of the freeholds, for life, and of the reſiduum.

Upon truſt for ſuch perſons as wife, by deed or will, ſhall appoint,

manner and form as ſhe, the ſaid *Wife*, ſhall, at any time or times, during her life, notwithſtanding her intended coverture, and whether covert or ſole, by any deed or deeds, writing or writings, with or without power of revocation, to be by her ſealed and delivered in the preſence of, and atteſted by, two or more credible witneſſes, or by her laſt will and teſtament in writing, or any codicil thereto, or any writing purporting to be, or in the nature of her laſt will and teſtament or codicil, to be by her ſigned and publiſhed in the preſence of the like number of witneſſes, direct or appoint; and in default of, and until any ſuch direction or appointment, and in caſe any ſuch ſhall be made then when and as the eſtates and intereſts thereby directed or appointed, ſhall reſpectively end and determine; and alſo ſuch part or parts thereof, whereof no ſuch direction or appointment ſhall be made, UPON TRUST, that they the ſaid A. B. and C. D. and the ſurvivor of them, his heirs, executors, adminiſtrators, and aſſigns reſpectively, do and ſhall, from time to time, during the natural life of the ſaid *Wife* receive and pay, apply and diſpoſe of, the rents, iſſues and profits, intereſt, dividends, and income of the ſaid laſt mentioned hereditaments and premiſes, unto ſuch perſon or perſons, and for ſuch intents and purpoſes as ſhe, the ſaid *Wife*, ſhall, at any time or times, during her life, notwithſtanding her ſaid intended coverture, and whether covert or ſole, by any writing or writings, under her hand, direct or appoint; and in default of ſuch direction or appointment, and in the mean time and until ſuch direction or appointment ſhall be made, do and ſhall pay the ſame rents, iſſues, and profits, intereſt, dividends, and income, into the proper hands of her the ſaid *Wife*, or otherwiſe to permit her to receive and take the ſame to and for her own ſole and ſeparate uſe and benefit of the ſaid *Huſband*, who is not to intermeddle therewith, nor is the ſame to be ſubject or liable to his controul, debts, or engagements; and the receipt and receipts of her the ſaid *Wife*, or of the perſon or perſons whom ſhe ſhall or may appoint to receive the ſame rents, iſſues, and profits, or any part thereof, ſhall, from time to time, notwithſtanding her ſaid intended coverture, be a ſufficient diſcharge, and diſcharges for ſo much thereof, as in ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received; and immediately from and after the deceaſe of the ſaid *Wife*, AS TO, FOR, AND CONCERNING all and ſingular the

in default,

upon truſt, to receive the rents, &c. and to apply the ſame as the wife by deed ſhall appoint.

In default, to the wife herſelf, for her ſeparate uſe, independant of her huſband,

and her receipts to be ſufficient diſcharges;

and after her death to aſſign the reſidue, &c. to her executors or adminiſtrators.

the ſaid reſidue and premiſes, laſt hereinbefore mentioned, to be hereby aſſigned, or ſo much thereof, whereof there ſhall be no ſuch direction or appointment, by the ſaid *Wife*, as hereinbefore is mentioned, UPON TRUST, that they, the ſaid A. B. and C. D. or the ſurvivor of them, his executors, adminiſtrators, or aſſigns, do and ſhall aſſign, transfer, pay, make over, and deliver the ſame unto the executors or adminiſtrators of the ſaid *Wife*. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and in purſuance and performance of the ſaid recited agreement, ſo far as the ſame relates to the aforeſaid leaſehold eſtates, and to the aforeſaid £.1,027 bank annuities, being the fund appropriated to anſwer the ſaid truſt legacies of £.400, £.800, and £.400 ſo as aforeſaid, bequeathed by the will of the ſaid *Father*, deceaſed, it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and particularly by the ſaid *Wife*, (with ſuch privity and conſent of the ſaid *Huſband* as aforeſaid; that the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns ſhall ſtand poſſeſſed and intereſted of and in all and ſingular the aforeſaid leaſehold lands, tenements and eſtates reſpectively given and bequeathed to them, the ſaid A. B. and C. D. in and by the ſaid recited will and firſt codicil of the ſaid *Father* deceaſed, in truſt as aforeſaid; and alſo of and in the ſaid £.1,027 bank annuities, for and during ſo many years as the ſaid *Wife* ſhall happen to live, upon ſuch and the ſame truſts, and to and for ſuch and the ſame ends, intents and purpoſes, and under and ſubject to ſuch and the ſame proviſos, declarations, and agreements, as are hereinbefore mentioned, expreſſed, and declared of and concerning the aforeſaid freehold meſſuages, farms, lands, tenements, and hereditaments herein beforementioned, to be hereby granted and releaſed, or ſo far as the nature of the ſame premiſes reſpectively will admit. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, that nothing herein contained ſhall extend to deſtroy or affect the power of leaſing the aforeſaid freehold and leaſehold meſſuages, farms, lands, tenements, hereditaments and premiſes, given to the ſaid *Wife*, in and by the aforeſaid recited will of the ſaid *Father*, but that it ſhall and may be lawful to and for the ſaid *Wife* from time to time, during and notwithſtanding her ſaid intended coverture, to uſe and exerciſe ſuch

Declaration that truſtees ſhall ſtand poſſeſſed of the leaſeholds, &c. upon the like truſts as are declared of the freeholds.

Proviſo that wife may exerciſe the power of leaſing, given by the will of

power, in ſuch and the ſame manner as if ſhe were ſole and unmarried *(inſert power of appointing truſtees and the uſual indemnifications)*. AND THIS INDENTURE FURTHER WITNESSETH, and it is hereby further declared and agreed, by and between all the ſaid parties to theſe preſents, and particularly the ſaid *Huſband*, doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant and agree with the ſaid A. B. and C. D. their heirs, executors, adminiſtrators and aſsigns in the manner following (that is to ſay) that all and ſingular the manors, meſſuages, farms, lands, tenements, hereditaments, and real eſtate, ſum and ſums of money, legacies, goods and chattels, and perſonal eſtate of every nature and kind ſoever, which ſhall, during the laid intended coverture, deſcend, devolve, or come to, or veſt in the ſaid *Wife*, or to or in the ſaid *Huſband*, in her right, from or by, or through the aforeſaid *Mother*, or under or by virtue of her ſaid marriage-ſettlement or laſt will and teſtament, or any codicil or codicils thereto or by reaſon of the death of the ſaid *Mother* inteſtate, ſhall, from time to time, be by him the ſaid *Huſband*, either alone or together with the ſaid *Wife*, as the caſe may require, conveyed, aſsigned, transferred, paid, and made over unto and to the uſe of the ſaid A. B. and C. D. their heirs, executors, adminiſtrators, and aſsigns, or to the truſtees for the time being, of the truſt premiſes, according to the nature and quality of the ſame premiſes reſpectively, upon truſt, that they, the ſame truſtees reſpectively, or their heirs, executors, adminiſtrators, or aſsigns, do and ſhall convey, aſsign, transfer, pay, make over, and deliver the ſame reſpectively to ſuch perſon or perſons, for ſuch eſtate or eſtates upon ſuch truſts, and to and for ſuch ends, intents, and purpoſes, and with, under, and ſubject to ſuch powers, proviſos, limitations, declarations, and agreements, and charged and chargeable, with the payment of ſuch annual or groſs ſum, and in ſuch manner and form as ſhe the ſaid *Wife* ſhall, at any time or times, during her life, notwithſtanding her coverture, and whether covert or ſole, by any deed or deeds, writing or writings, with or without power of revocation, to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament, in writing, or any codicil thereto, or any writing purporting to be or in the nature of her laſt will and teſtament, or a codicil to be by her ſigned and publiſhed in the preſence of three or more credible witneſſes, direct or appoint, and in

Huſband covenants, that whatever eſtate, real or perſonal, ſhall deſcend, or come to wife, or to him, in her right, during the coverture, ſhall be conveyed to the truſtees, upon truſt, to be aſſigned to ſuch perſon as ſhe, by deed or will ſhall appoint;

in default of, and in the mean time, and until any ſuch direction or appointment, and in caſe any ſuch ſhall be made, then when and as the eſtates and intereſts thereby directed or appointed, ſhall reſpectively end and determine, and as to ſuch part or parts thereof, whereof no ſuch direction or appointment ſhall be made, upon truſt, that they, the ſaid truſtees, and their executors, adminiſtrators, and aſsigns reſpectively, ſhall ſtand and be ſeized, poſſeſſed of, and intereſted in the ſaid manors, meſſuages, farms, lands, tenements, hereditaments, and real eſtate, and the ſaid laſt mentioned ſum and ſums of money, legacies, goods, and chattles, and perſonal eſtate, or ſo much of the ſaid hereditaments and premiſes reſpectively, as ſhall not have been ſo directed or appointed by her, the ſaid *Wife*, as aforeſaid, in truſt for her, the ſaid *Wife*, and her heirs, executors, adminiſtrators and aſsigns, according to the nature and quality of the ſame hereditaments and premiſes reſpectively, and upon, to, or for, no other truſt, intent, or purpoſe, whatſoever. AND it is hereby declared and agreed, that in the mean time, and until ſuch direction or appointment as is laſt hereinbefore mentioned, ſhall be made by her the ſaid *Wife*, the ſaid truſtees of the ſaid manors and hereditaments and real eſtate, and of the ſaid laſt mentioned perſonal eſtate, ſhall pay all the rents, iſſues, and profits, intereſt, dividends, and income thereof, into the proper hands of her the ſaid *Wife*, for her own ſole and ſeparate uſe and benefit, or to ſuch perſon or perſons as ſhe ſhall, by any writing ſigned by her, from time to time, direct or appoint, independent of the ſaid *Huſband*, who is not to intermeddle therewith, nor is the ſame to be ſubject or liable to his controul, debts, or engagements; but the receipt and receipts of the ſaid *Wife*, or of ſuch perſon or perſons as ſhe ſhall, from time to time, appoint, ſhall always, notwithſtanding her coverture, be a good and ſufficient diſcharge for ſo much of the ſaid rents, iſſues, and profits, intereſt, dividends, and income, as ſhall be expreſſed or acknowledged to be received. AND LASTLY, that he, the ſaid *Huſband*, his executors and adminiſtrators, ſhall and will, at all times, after the ſolemnization of the ſaid intended marriage, permit and ſuffer the ſaid *Wife*, to retain, poſſeſs, uſe, and enjoy all and ſingular her jewels, watches, rings, necklaces, trinkets, and ornaments of her perſon and paraphernalia whatſoever; and alſo at her own diſcretion, and according to her own

in default, truſtees to ſtand poſſeſſed thereof, in truſt, for her heirs, executors, adminiſtrators, and aſsigns;

and in the mean time, and until appointment, to pay to her the rents, &c. for her ſeparate uſe, independent of her huſband;

her receipts to be ſufficient diſcharges;

and that wife is to retain to her own ſeparate uſe, her jewels, &c. and may diſpoſe of them by deed or will, at her own diſcretion.

free will and pleaſure, and for her own ſeparate uſe and benefit to ſell, exchange, or give, alter, or diſpoſe of the ſame, or any part of them at any time or times during her life, and to give and bequeath the ſame by her laſt will and teſtament in writing, or a codicil thereto, or any writing purporting to be or in the nature of her laſt will and teſtament, or a codicil to be by her ſigned and publiſhed in the preſence of two or more credible witneſſes, without the denial, hindrance, or interruption, of him the ſaid *Huſband*, his executors, adminiſtrators, or aſſigns, or any other perſon or perſons by his or their order or with his or their conſent or permiſſion. In witneſs, &c.

Settlement of a conſiderable Perſonal Property with ſpecial recitals, and comprehending much matter, the ſubſtance of which is abſtracted in the margin.

Parties,

THIS INDENTURE of three parts, made, &c. BETWEEN *the intended Huſband* of the firſt part; *the intended Wife* of the ſecond part; and *four Truſtees* of the third part.

Reciting the intended marriage, and that the lady is entitled to monies in the ſtocks,

WHEREAS a marriage is intended to be ſhortly had and ſolemnized between the firſt and ſecond parties. AND WHEREAS the ſaid *intended Wife* is poſſeſſed of the capital ſum of £.10,717 4*s.* 1*d.* 4 *per cent.* conſolidated bank annuities £.2,480 4*s.* 8*d.* 3 *per cent.* reduced bank annuities, and £.2,243 3*s.* 7*d.* 3 *per cent.* conſolidated bank annuities, and £.40 *per annum*, bank ſhort annuities, all ſtanding in her name, in the books of the Governors and Company of the Bank of the England. *And whereas* under and by virtue of a certain indenture bearing date, &c. and made or expreſſed to be made between, &c. *the late mother of the Wife*, of the one part, and John Doe and Richard Roe, both ſince deceaſed, of the other part, the capital ſum of £.2,174 13*s.* 1*d.* 3 *per cent.* reduced bank annuitses, now ſtanding in the names of the ſaid John Doe and Richard Roe, in the books of the ſaid Governor and Company of the Bank of England, is, and ſtands ſettled *upon truſt* to be transferred to the ſaid Wife in the proportions following, (that is to ſay) *one moiety* thereof at her age of 24 years, or day of marriage firſt happening, *and the remainder* at her age of 24 years, and in the mean time the dividends to be applied towards her maintenance. AND WHEREAS *Mary Stiles*, late of, &c. widow,

and an indenture whereby the ſum of 2,174l. 13*s.* 1*d.* is ſettled upon truſt for wife.

widow, deceaſed, did, by her laſt will and teſtament in writing, &c. give and bequeath to her executor the aforeſaid John Doe, the ſum of £.500 in *truſt*, to lay out and inveſt the ſame in the purchaſe of the beſt annuity he could reaſonably get for the ſame for the life of her grand daughter, the ſaid Wife, to be ſecured either on real ſecurity, or in or by any of the public funds, ſtocks, or government ſecurities, to be had and held by her ſaid executor, and his executors and adminiſtrators *in truſt*, to receive, anſwer, and pay ſuch annuity ſo to be purchaſed as aforeſaid from time to time as the ſame ſhould become due and payable to her the ſaid *Wife*, during her natural life, for her ſole and ſeparate uſe, excluſive of any future huſband or huſbands ſhe might happen to have, and ſo as that the ſame annuity or any part thereof might not be ſubject or liable to the debts, contracts, engagements, forfeitures, incumbrances, intermedling, or controul of any ſuch huſband or huſbands, and that receipts ſigned by the ſaid *Wife*, from time to time, for the ſaid annuity ſhould be ſufficient diſcharges, notwithſtanding her coverture to her the ſaid teſtatrix's executor, and any other perſon or perſons whomſoever. AND WHEREAS the ſaid *Mary Stiles* made a codicil bearing date, &c. and thereby after reciting that by her ſaid will ſhe had given the ſaid ſum of £.500 in truſt to be laid out in the purchaſe of an annuity for the life of her grand-daughter for her ſole and ſeparate uſe, ſhe did revoke the ſaid legacy of £.500, and inſtead thereof gave the ſum of £.1000 to her executors upon the ſame truſts, and to and for the ſame uſe and purpoſe as the ſaid £.500 was given by her ſaid will, as in and by the ſaid laſt will and teſtament and codicil of the ſaid *Mary Stiles* ſince her deceaſe (which happened ſome time in the year of our Lord 1779) duly proved by her ſaid executors, in the prerogative court of the archbiſhop of Canterbury, reference being thereunto had, may more fully appear. AND WHEREAS the ſaid *John Doe* duly made and publiſhed his laſt will and teſtament in writing, bearing date on or about, &c. and thereby gave to his niece the ſaid *Wife*, £.1,500, which he directed to be laid out in government ſecurity, in the names of his executors therein mentioned, *in truſt*, that they ſhould receive the dividends as they ſhould accrue and apply them towards her maintenance and education, and transfer to her the principal ſum, with whatever intereſt ſhould be due thereon, on her attaining

Will whereby 500l. is bequeathed in truſt for the purchaſe of an annuity for the life of wife, for her ſeparate uſe.

A codicil, giving 1000l. to the ſame uſes as and inſtead of the 500l.

taining the age of twenty-one years; and the ſaid teſtator likewiſe directed the further ſum of £.2,500 to be inveſted in like manner and for the like purpoſe, with this difference, that the principal was not to be transferred to her until ſhe ſhould have attained the full age of twenty-four years; but if ſhe ſhould be married before ſhe attained either of the ſaid ages, and died before ſuch attainment, leaving iſſue, the ſaid teſtator then directed that the intereſt of the above legacies ſhould be paid and applied towards the bringing up of ſuch child or children; and if one child only ſhould attain twenty-one years, then ſuch one child to have the whole; if more than one child, to be divided equally among them; and if it ſhould ſo happen that neither ſhe nor her iſſue ſhould come within the above recited deſcription, the ſaid teſtator then directed, that the ſums above diſpoſed of ſhould be applied as follows, (viz.) one third to be the property of the children of *John Denn*, therein deſcribed; one other third part to be the property of the child or children of one of the truſtees; and one other third part the property of the teſtator's god-ſon, *Richard Fenn:* AND the ſaid teſtator likewiſe deſired his executors to lay out the ſum of £.1000 in the purchaſe of a life annuity for the ſaid *Wife*, either on mortgage or in the funds, which they could beſt meet with, and whatever balance on ſettling the ſaid teſtator's affairs ſhould appear not to be diſpoſed of, as likewiſe what he might be entitled to either at law or in equity, the ſaid teſtator deſired that the whole amount ſhould be inveſted in ſome one of the public funds, in the names of his truſtees, for the uſe and benefit of his niece, the ſaid *Wife*, the intereſt and dividends to be applied for her uſe and benefit, and the principal to be transferred to her, on her attaining the age of twenty-four years; and if it ſhould ſo happen that ſhe ſhould die before ſhe ſhould attain ſuch age, unmarried, or if married, without iſſue, *then* the ſaid ſum was to be divided between the children, or if only one child, to the child of the ſaid truſtees, or if there ſhall be no iſſue, then he to take the whole for his own uſe and benefit; and the ſaid teſtator did thereby make, conſtitute, and appoint his eſteemed friends, the ſaid *John Denn*, *Adam Bell*, (ſince deceaſed) and the ſaid *Truſtee*, truſtees and executors of that his laſt will and teſtament, as in and by the ſame will and teſtament ſince the deceaſe of the ſame teſtator, (which happened ſome time in the year of our Lord 1779) duly proved by his ſurviving executors

Truſtees and executors appointed.

in

in the prerogative court aforeſaid, reference being thereunto had may more fully appear: AND WHEREAS the ſaid *John Doe* did not act in the executorſhip of the ſaid will and teſtament of the ſaid *Mary Stiles*, further than by proving the ſame as aforeſaid; and the ſaid *John Denn and Truſtee*, did, during the minority of the ſaid *Wife*, as the perſonal repreſentatives of the ſaid teſtator, by and with his perſonal eſtate, pay and diſcharge all his debts, &c. and the ſeveral pecuniary legacies bequeathed by his will, except thoſe given to or in truſt for the ſaid *Wife*; and they, the ſaid *John Denn and Truſtee*, did ſome time ſince lay out and inveſt the ſum of £.1,182 : 19 : 6, ariſing for the perſonal eſtate of the ſaid *Mary Stiles*, together with the like ſum of £.1,182 : 19 : 6, ariſing from the ſavings of the income of the perſonal eſtate of the ſaid *Teſtator*, making together, the ſum of £.2,365 : 19 : 0 in the purchaſe of an exchequer annuity of £.200 *per annum*, for the life of the ſaid Mary Unwin, in the names of them, the ſaid *John Denn and Truſtee*. AND WHEREAS the ſaid *Wife* attained her age of twenty-one years, upon the 31ſt day of October laſt. AND WHEREAS the ſaid *John Denn* and *Truſtee* did not, as the ſurviving executors of the ſaid teſtator, lay out and inveſt the ſeveral ſums of £.1,500 and £.1000 in the ſpecific purchaſe of government ſecurities, and a life annuity, as directed by the will of the ſaid teſtator, but did lay out and inveſt ſuch part of the ſurplus of his perſonal eſtate, as conſiſted of money, and which remained (after payment of his debts, funeral expences, and pecuniary legacies, and certain ſums applied, from time to time, in and towards the maintenance and education of the ſaid *Wife*) in the purchaſe of ſeveral capital ſums in the 4 *per cent.* conſolidated bank annuities, in the names of the ſaid *John Denn* and *Truſtee*. AND WHEREAS by indenture, bearing date on or about the 8th day of Dec. laſt, and made between the ſaid *Wife* of the one part, and the ſaid *John Den* and *Truſtee* of the other part, *reciting* (amongſt other things) the aforeſaid recited will and codicil of the ſaid *Mary Stiles*, and the aforeſaid recited will of the ſaid *John Doe*; *and alſo reciting*, as hereinbefore is recited, ſubſequent to the recitals of the ſame wills and codicils; *and alſo reciting*, that in regard the ſaid *Wife* would, upon her attaining the age of twenty-one years under the ſaid will of the ſaid *John Doe*, have become entitled to the ſecurities purchaſed with the ſum of £.1,500, and to an annuity for her life, purchaſed with

That J. D. did not act as executor to M. S.

That his executors paid all his debts, &c.

(except as to wife)

and applied £.1,182. 19s. 6d. ariſing from the perſonal eſtate of M. S. and the like ſum ariſing from the ſavings of the perſonal eſtate of J. D. in the purchaſe of an exchequer annuity of 200l. for the life of wife.

That wife attained the age of twenty-one years

That the executors of her uncle did not apply the monies bequeathed to her as directed,

but inveſted ſuch part of the ſurplus of his perſonal eſtate as was money in the purchaſe of ſtock in the 4 per cents.

Indenture whereby after reciting as therein mentioned, wife directs, that the executors ſhould ſtand poſſeſſed of the exchequer annuity of 200l. upon the truſts of the purchaſe money thereof expreſſed in the will of M. S.

with the ſum of £.1000; in caſe ſuch purchaſes had been made, they, the ſaid executors, had agreed to transfer to the ſaid *Wife*, the capital ſum of £.3,502 : 12 : 6, 4 *per cent.* conſolidated bank annuities, part of the perſonal eſtate of the ſaid teſtator, in ſatisfaction of the ſaid ſecurities and life annuity, ſo directed to be purchaſed, the ſame capital ſum of £.3,502 : 12 : 6, 4 *per cent.* conſolidated bank annuities, being at the market-price thereof, worth, to be ſold, the ſum of £.2,500 which is the amount of the ſame ſums of £.1,500 and £.1000, ſo directed by the ſaid will, to be laid out and inveſted as aforeſaid); *and alſo reciting*, that the ſaid executors, at the requeſt of the ſaid wife, previous to the execution thereof, transferred the ſaid capital ſum of £.3,502 : 12 : 6, 4 *per cent.* conſolidated bank annuities, into the name of the ſaid *Wife*, in the books of the governor and company of the bank of England, as ſhe the ſaid *Wife*, did thereby acknowledge; *but* that ſhe the ſaid *Wife* was deſirous that the ſaid executors ſhould ſtand poſſeſſed of the whole of the ſaid exchequer annuity of £.200 *per annum*, upon ſuch truſts, for her benefit, as were in and by the ſaid recited will and codicil of the ſaid *Mary Stiles*, deceaſed, expreſſed and declared concerning the annuity thereby directed to be purchaſed, with the ſum of £.1000 as aforeſaid: *it is thereby* (amongſt other things) *witneſſed*, and the ſaid executors did thereby, for themſelves, their executors and adminiſtrators, declare and agree, and particularly the ſaid *Wife* did direct and appoint that they, the ſaid executors, their executors and adminiſtrators, ſhould and would ſtand poſſeſſed of and intereſted in the ſaid exchequer annuity of £.200, ſo purchaſed in their names as aforeſaid, *upon ſuch truſts* as are in and by the ſaid will and codicil of the ſaid *Mary Stiles*, directed, concerning the ſum of £.1000, thereby directed, to be laid out and inveſted in the purchaſe of an annuity for the life of the ſaid *Wife* as aforeſaid: AND WHEREAS the reſiduum of the perſonal eſtate of the ſaid *John Doe*, to which the ſaid *Wife* will be entitled in caſe ſhe attains the age of twenty-four years, and which is ſubject, in the firſt place, to anſwer the inveſtment of £.2,500 in government ſecurities, purſuant to the ſaid will, conſiſts, as nearly as can be aſcertained, of the following particulars, (that is to ſay) £.5,050, 3 *per cent.* reduced bank annuities, £.1000, 3 *per cent.* conſolidated bank annuities, £.700 4 *per cent.* bank annuities, and £.100 *per annum* bank ſhort annuities, all ſtanding in the name of the ſaid *John Doe*

The particulars of the reſiduum of the perſonal eſtate of teſtator recited.

Doe, deceaſed, in the books of the aforeſaid governor and company of the bank of England, £.1,500 orphan ſtock, ſecured by a bond under the ſeal of the chamberlain of London, payable to the ſaid *Teſtator* or his executors, adminiſtrators, or aſsigns, eleven city of London ſewer bonds of £.100 each, one bond for £.100 from the truſtees, under an act of parliament for erecting a bridge at Blackfriars, one bond for £.100 from the commiſsioners for paving the city of London, three bonds from L. M. and N. and other perſons appointed a committee of the partnerſhip in A. formerly known under the firm of O. P. Q. of £.100 each, three other bonds from the ſame laſt mentioned perſons of £.50 each, and a mortgage from R. S. of certain meſſuages, lands, and hereditaments in the county of S. for a term of one thouſand years, for ſecuring £.1,600 and intereſt, which ſaid ſeveral bonds and mortgage were made to and in the name of the ſaid *Teſtator* deceaſed. AND WHEREAS by indentures of leaſe and releaſe, bearing date reſpectively, the leaſe the day next before the day of the date of the releaſe, and the releaſe bearing even date herewith, and made or expreſſed to be made, between the ſame perſons as are parties hereto, the ſaid *Huſband hath*, in conſideration of the ſaid intended marriage, ſettled, conveyed, and aſſured, the manor of C. and divers meſſuages, farms, lands, and hereditaments in the pariſhes of C. and F. in the county of S. being of the clear yearly value of £.300 and upwards, (with reſervation to himſelf, his heirs and aſſigns, of mines and minerals, as therein expreſſed) from and immediately after the ſolemnization of the ſaid intended marriage, *to the uſe* of himſelf and the ſaid *Wife* ſucceſſively, for their lives, which life eſtate of the ſaid *Wife* is to be as and for her jointure, and in bar of dower, *with remainder* to their firſt and other ſons ſucceſſively, in tail male, in ſtrict ſettlement, *with remainder* to the ſame ſons ſucceſſively, in tail general, *with remainder* to their daughters in tail, with croſs remainder between them, *with remainder* to the right heirs of the ſaid *Huſband*. AND WHEREAS upon the treaty for the ſaid intended marriage, it was agreed between all the ſaid parties hereto, that in conſideration of the ſame marriage, and of the ſettlement, ſo as aforeſaid made, by the ſaid *Huſband*, of his real eſtate, that the capital ſum of £.3,217 : 4 : 1, part of the aforeſaid £.10,717 : 4 : 1. 4 *per cent.* conſolidated bank annuities, and alſo the aforeſaid £.40 *per annum* bank ſhort

A ſettlement previous to the marriage, by the huſband.

Agreement previous to the marriage, that part of the lady's fortune ſhould be veſted in her huſband, and other part thereof, and the reſidue of her

uncle's perſonal eſtate, &c. ſhould be tranſferred into the names of the truſtees, for the marriage, and aſſigned accordingly.

ſhort annuities, ſhould veſt in and become the property of the ſaid *Huſband* immediately upon the ſolemnization of the ſaid intended marriage; and that the capital ſum of £.7,500 reſidue of the ſaid £.10,717 : 4 : 1, 4 *per cent.* conſolidated bank annuities, and alſo the ſaid capital ſums of £.2,480 : 7 : 8, 3 *per cent.* reduced bank annuities, and £.2,243 : 2 : 7, 3 *per cent.* conſolidated bank annuities, ſhould be transferred into the names of the aforeſaid *Truſtees*; and likewiſe that all the rights and intereſts of her, the ſaid *Wife*, in and to the aforeſaid £.2,174 : 13 : 1, 3 *per cent.* reduced bank annuities, under and by virtue of the aforeſaid indenture of the 18th day of July, 1768; and alſo in and to the government ſecurity, directed by the aforeſaid laſt will and teſtament, of the aforeſaid *John Doe*, to be purchaſed with the ſum of £.2,500, and alſo in and to the aforeſaid reſiduum of the perſonal eſtate of the ſaid *John Doe*, ſhould be aſſigned by the ſaid *Wife*, to the ſame truſtees, *upon the truſts*, and for the intents and purpoſes hereinafter declared concerning the ſame reſpectively, for making a further proviſion for the parties to and iſſue of the ſaid intended marriage; and it was at the ſame time further agreed, that the aforeſaid exchequer annuity of £.200 ſhould remain and continue veſted in the aforeſaid executors, upon ſuch truſts as the ſame does now ſtand ſettled upon and ſubject to, under and by virtue of the aforeſaid recited laſt will and teſtament and codicil of the aforeſaid *Mary Stiles*, and the aforeſaid recited indenture of the 8th day of December laſt. AND WHEREAS in purſuance and performance of the ſaid recited agreement in this behalf, the ſaid *Wife* hath transferred the ſaid capital ſums of £.7,500, 4 *per cent.* conſolidated bank annuities, £.2,480 7 : 8, 3 *per cent.* reduced bank annuities, and £.2,243 : 2 : 7, 3 *per cent.* conſolidated bank annuities, into the names of them the ſaid *Truſtees*, as they do hereby reſpectively acknowledge. NOW THIS INDENTURE WITNESSETH, that in conſideration of the ſaid intended marriage, and of the ſettlement, ſo as aforeſaid, made of the real eſtate of the ſaid *Huſband*, and in purſuance and performance of the ſaid recited agreement in this behalf, and alſo for and in conſideration of the ſum of 10s. of lawful money of Great Britain, by the ſaid *Truſtees*, to the ſaid *Wife*, in hand, at or before the ſealing and delivering of theſe preſents, well and truly paid, (the receipt whereof is hereby acknowledged) ſhe, the ſaid *Wife*, (with the

That the exchequer annuity of 200l. ſhould continue in the ſame truſtees in whom it now ſtands, and upon the ſame truſts, &c.

The transfer made.

Witneſſeth.

the conſent and approbation of her intended huſband, teſtified by his being a party to and ſealing and delivering theſe preſents) HATH granted, bargained, ſold, aſſigned, transferred, and ſet over; and by theſe preſents DOTH grant, bargain, ſell, aſſign, transfer, and ſet over unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, ALL THAT, the aforeſaid capital ſum of £.2,174: 13: 1, 3 *per cent.* reduced bank annuities ſo as aforeſaid, ſtanding in the name of the ſaid *John Doe and Richard Roe* deceaſed, in the books of the governor and company of the bank of England, and whereof one moiety was by the ſaid recited indenture of the 18th day of July, 1768, directed to be transferred to the ſaid *Wife*, at her age of twenty-four years, or day of marriage firſt happening, and the remainder at her age of twenty-four years: AND alſo all the government ſecurity which was directed to be purchaſed with the ſum of £.2,500 in and by the ſaid recited laſt will and teſtament of the ſaid *John Doe*, deceaſed: AND ALSO all and ſingular the capital and principal ſums, ſtocks, funds, ſecurities, and monies hereinafore ſpecified, as conſtituting the reſiduum of the perſonal eſtate of the ſaid *John Doe*, or ſo much thereof as ſhall remain after the government ſecurity next hereinbefore mentioned, ſhall be purchaſed or provided; *and alſo* all and ſingular other the monies, ſecurities for money, ſtocks and funds, goods and chattles whatſoever and whereſoever, conſiſting or belonging to, or being part of the reſiduum of the perſonal eſtate of the ſaid *John Doe*, and which do or doth, or ſhall remain after payment of his debts, legacies, and funeral expences: AND all dividends and intereſt which ſhall hereafter grow due and become payable on the ſaid monies, ſtocks, funds, ſecurities, and premiſes hereby aſſigned: AND all the eſtate, right, title, intereſt, poſſibility, contingency, property, profit, claim and demand whatſoever, at law and in equity of her the ſaid *Wife*, of, in, to, and out of the premiſes hereby aſſigned, and every part thereof: AND all powers, authorities, and remedies, for getting in, recovering and receiving the ſame; TO HAVE, HOLD, receive and take the ſaid capital and principal ſums, ſtocks, funds, ſecurities, monies, goods, chattles, and premiſes hereinbefore expreſſed, to be hereby aſſigned unto and by the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, for all ſuch eſtate and intereſt as the ſaid *Wife* hath therein, and in as full, ample, and beneficial a manner, to all intents and purpoſes,

The aſſignment to the truſtees.

Habendum.

purpoſes, as ſhe, the ſaid *Wife*, could or might have held, received, taken, and enjoyed the ſame, in caſe theſe preſents had not been made: BUT NEVERTHELESS, IN TRUST, for her, the ſaid *Wife*, her executors and adminiſtrators, until the ſaid intended marriage ſhall be had and ſolemnized; *and* from and immediately after the ſolemnization thereof, UPON THE SEVERAL TRUSTS, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral powers proviſos, limitations, declarations, and agreements, hereinafter expreſſed and declared, of and concerning the ſame reſpectively, (that is to ſay) UPON TRUST, that they the ſaid truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall immediately, or as ſoon as may be, after the ſolemnization of the ſaid intended marriage, cauſe or procure one moiety of the aforeſaid capital ſum of £.2,174 13: 1, 3 *per cent.* reduced bank annuities, now ſtanding in the names of the ſaid *John Doe and Richard Roe*, deceaſed, to be transfered into the names or name of them, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators; and alſo do and ſhall, when and as ſoon as the ſaid *Wife* ſhall attain her age of twenty-four years, or in caſe of her death under that age, then immediately, or as ſoon as may be after her deceaſe, cauſe or procure the remaining moity of the ſaid capital ſum of £.2,174: 13: 1, 3 *per cent.* reduced bank annuities, to be in like manner transferred into their or his names or name; AND ALSO do and ſhall, in caſe, and when the ſaid *Wife* ſhall attain her age of twenty-four years, cauſe or procure as well the government ſecurity, to be purchaſed with, or provided in lue of the ſum of £.2,500 purſuant to the directions contained in the ſaid recited laſt will and teſtament of the ſaid *John Doe*, deceaſed; AND ALSO all and ſingular the ſaid capital and principal ſums, ſtocks, funds, ſecurities, monies, and premiſes, conſtituting or produced, or ariſing from the reſiduum of the perſonal eſtate of the ſaid *John Doe*, or ſo much thereof as doth or ſhall remain after purchaſing or providing the government ſecurity next hereinbefore mentioned, to be aſſigned, transferred, and made over unto and into the names or name of them, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators: AND THEREUPON do and ſhall appropriate and ſet apart ſo much and ſuch part of the ſaid ſtocks, funds, or ſecurities, to which the ſaid *Wife* is

Upon truſt for the lady till the marriage,

and after the marriage, upon truſt, to cauſe to be transferred half of the money ſtanding in the names of her mother's executors, to truſtees, &c.

and the remaining moiety of ſaid ſum at her age of twenty-four years,

and the government ſecurity directed to be purchaſed,

and the reſiduum of the perſonal eſtate of J. D.

into the names of the truſtees, of the marriage.

who ſhall appropriate as much thereof as with the dividends and

or

or will be entitled, under the ſaid laſt will and teſtament of the ſaid *John Doe*, in caſe ſhe ſhall attain her age of twenty-four years, and which ſhall have been ſo transferred, aſſigned, and made over, as ſhall by the yearly dividends and intereſt thereof, together with the yearly dividends and intereſt of the capital ſum of £.2,500, part of the aſſigned £.7,500, 4 per cent. conſolidated bank annuities, and the yearly dividends and intereſt of the aforeſaid capital ſums of £.2,480 : 7 : 8, and £.2,174 : 13 : 1, 3 per cent. reduced bank annuities, and £.2,243 : 2 : 7, 3 per cent. conſolidated bank annuities, produce and yield a perpetual clear annual income of £.1000 of lawful money of Great Britain; and do and ſhall ſtand poſſeſſed of and intereſted in the ſaid ſeveral moieties of the ſaid ſum of £.2,174 : 13 : 1, 3 per cent. reduced bank annuities, and alſo the ſtocks, funds, and ſecurities, which ſhall be ſo appropriated or ſet apart for making up a fund to produce the ſaid perpetual clear annual income of £.1000 upon the truſts, and for the ends, intents, and purpoſes, and under and ſubject to the proviſoes, declarations and agreements hereinafter expreſſed and declared concerning the ſame: AND DO and ſhall aſſign, transfer, and make over the reſidue and ſurplus of the ſtocks, funds, ſecurities, monies, and premiſes, to which the ſaid *Wife* is or will be entitled under the ſaid laſt will and teſtament of the ſaid *John Doe*, in caſe ſhe ſhall attain her age of twenty-four years, and which ſhall or ought to have been ſo transferred and made over unto and into the names of them the ſaid truſtees reſpectively, and which ſhall remain after a ſufficient part thereof ſhall be ſo appropriated or ſet apart for making up a fund to produce the ſaid perpetual clear annual income of £.1000 as aforeſaid, unto the ſaid *Huſband*, his executors, adminiſtrators, and aſſigns, to and for his and their own uſe and benefit. AND as to the dividends and intereſt of ſuch reſidue and ſurplus, in the mean time, from and after the ſolemnization of the ſaid intended marriage, *in truſt*, to pay the ſame to the ſaid *Huſband*, his executors, adminiſtrators, or aſſigns. AND IT IS HEREBY DECLARED AND AGREED, by and between all the ſaid parties to theſe preſents, that the aforeſaid *executors*, their executors and adminiſtrators, ſhall, from time to time, and at all times during the life of the ſaid *Wife*, remain and continue poſſeſſed of, and intereſted in, the aforeſaid exchequer annuity of £.200 per annum, ſo as aforeſaid purchaſed in the names of them the

intereſt of other ſums mentioned, ſhall produce an income of 1000l. a year;

and ſtand poſſeſſed of the ſtocks ſo appropriated upon the truſts aftermentioned,

and transfer the ſurplus to the huſband.

The dividends and intereſt, in the mean time, to huſband.

The 200l. exchequer annuity to continue in the preſent truſtees, upon the ſame truſts, for the ſeparate uſe of the wife, as ſettled by the will of M. S.

ſaid *executors*, upon ſuch truſts, for the benefit of the ſaid *Wife*, and for her ſole and ſeparate uſe, independent of the ſaid *Husband*, or any other huſband ſhe may hereafter marry, as the ſame exchequer annuity doth now ſtand ſettled upon, and liable and ſubject to, under and by virtue of the ſaid recited will and codicil of the ſaid *Mary Stiles*, deceaſed, and the ſaid recited indenture of the 8th day of December laſt. AND IT IS HEREBY FURTHER DECLARED AND AGREED, by and between all the ſaid parties hereto, that in conſideration of all and ſingular the premiſes, the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, ſhall ſtand poſſeſſed of and intereſted in, the ſaid capital ſums of £.7,500, 4 per cent. conſolidated bank annuities, £.2,480 : 7 : 8, 3 per cent. reduced bank annuities, and £.2,243 : 2 : 7, 3 per cent. conſolidated bank annuities, which have been ſo transferred into the names of them the ſaid *Truſtees* as aforeſaid, IN TRUST, for the ſaid *Wife*, her executors and adminiſtrators, until the ſaid intended marriage ſhall be had and ſolemnized. And from and immediately after the ſolemnization thereof, upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral proviſoes, declarations, and agreements, hereinafter expreſſed and declared, of and concerning the ſame reſpectively, (that is to ſay) AS TO, FOR, AND CONCERNING the capital ſum of £.5000, part of the ſaid £.7,500, 4 per cent. conſolidated bank annuities, UPON TRUST, that they, the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, do and ſhall yearly and every year, during the life of the ſaid *Wife*, pay, apply, and diſpoſe of the yearly dividends and intereſt thereof, (being the annual ſum of £.200, and making, with the aforeſaid exchequer annuity of £.200, the annual ſum of £.400) from time to time, as and when the ſame dividends and intereſt ſhall become due and payable, to ſuch perſon and perſons only, and for ſuch intents and purpoſes only as the ſaid *Wife*, notwithſtanding her coverture, and as if ſhe were ſole and unmarried, ſhall, from time to time, by any writing or writings, ſigned with her own hand, direct or appoint; and in default of, and in the mean time, and until ſhe ſhall make any ſuch direction or appointment, do and ſhall pay the ſame dividends and intereſt, or ſo much thereof, whereof there ſhall be

Truſtees to ſtand poſſeſſed of the ſeveral ſums transferred by wife, upon truſt, for her till marriage:

and after marriage,

as to 500l. part of the 750l. to pay the intereſt thereof yearly to the appointments of wife;

if no appointment,

be no ſuch direction or appointment, into the proper hands of her the ſaid *Wife*, for her ſole and ſeparate uſe, excluſive of the ſaid *Husband*, who is not to intermeddle therewith, or with the aforeſaid exchequer annuity of £.200; nor are the ſame, or either of them, to be ſubject to the debts, controul, contracts, forfeitures, diſpoſal, or engagements of him the ſaid *Husband*, or of any other huſband, ſhe the ſaid *Wife*, may hereafter marry, but the ſame are to be for the ſeparate and peculiar uſe of her, the ſaid *Wife*, in the nature of pin-money: AND the receipt of the ſaid *Wife*, and of ſuch perſons as ſhe ſhall, from time to time, direct or appoint to receive all or any part of the ſame dividends and intereſt, ſhall, notwithſtanding her coverture, be, from time to time, a good and effectual releaſe and diſcharge to the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, for ſo much of the ſame dividends and intereſt, as in ſuch receipt ſhall be expreſſed or acknowledged to be received; and from and after the deceaſe of the ſaid *Wife*, UPON TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall aſſign, transfer, and make over the ſaid capital ſum of £.5000, 4 per cent. conſolidated bank annuities, unto ſuch perſon or perſons, upon ſuch truſts, and to and for ſuch intents and purpoſes, and in ſuch manner and form as ſhe, the ſaid *Wife*, at any time or times, during her life, notwithſtanding her coverture, and whether covert or ſole, ſhall, by any deed or deeds, writing or writings, with or without power of revocation, to be by her ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be, or in the nature of her laſt will and teſtament, or any codicil thereto, to be ſigned or publiſhed by her, in the preſence of the like number of credible witneſſes, direct or appoint; and in default of ſuch direction or appointment, UPON TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and after the deceaſe of the ſaid *Wife*, permit and ſuffer, or fully authorize and impower the ſaid *Huſband* and his aſſigns, during his life, to receive, take, and enjoy the dividends and intereſt of the ſaid capital ſum of £.5000, 4 per cent. conſolidated bank annuities, or of ſo much thereof, whereof there ſhall be no ſuch direction or appointment as aforeſaid, yearly, and every year as the ſame ſhall become

to the wife herſelf, during her life, for her ſeparate uſe, as pin-money, excluſive of her huſband;

her receipt to be a ſufficient diſcharge:

after her deceaſe, upon truſt, to transfer the principal to ſuch perſons as ſhe ſhall, by deed or will, appoint;

in default, upon truſt, to permit the huſband to receive the dividends thereof for his life,

due and payable, to and for his and their own uſe and benefit; and from and after the deceaſe of the ſurvivor of them, the ſaid *Huſband and Wife*; AS TO, FOR, AND CONCERNING the ſaid capital ſum of £.5000 4 per cent. conſolidated bank annuities, or ſo much thereof, whereof there ſhall be no ſuch direction or appointment as aforeſaid, UPON THE TRUSTS, and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſoes, declarations, and agreements, hereinafter expreſſed and declared, of and concerning the ſame: AND AS TO, FOR, AND CONCERNING the capital ſum of £.2,500 reſidue of the ſaid £.7,500, 4 per cent. conſolidated bank annuities, and the aforeſaid capital ſums of £.2,480 : 7 : 8, 3 per cent. reduced bank annuities, and £.2,243 : 2 : 7, 3 per cent. conſolidated bank annuities, from and immediately after the ſolemnization of the ſaid intended marriage: AND ALSO AS TO, FOR, AND CONCERNING the aforeſaid ſeveral moieties of the ſaid capital ſum of £.2,174 : 13 : 1, 3 per cent. reduced bank annuities, as and when, and from and immediately after the ſame reſpectively, ſhall be, or ought to be, transferred into the names or name of them the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators as aforeſaid. AND ALSO AS TO, FOR, AND CONCERNING the dividends and intereſt thereof, in the mean time, and until ſuch transfer. AND ALSO AS TO, FOR, AND CONCERNING the aforeſaid ſtocks, funds, or ſecurities, which ſhall be, or ought to be ſo as aforeſaid appropriated or ſet apart, for making up a fund to produce the ſaid clear annual income of £.1000 as aforeſaid in caſe, and from, and immediately after the ſaid *Wife* ſhall have attained her age of twenty-four years. AND AS TO, FOR, AND CONCERNING the dividends and intereſt thereof, in the mean time, and until the ſaid *Wife* ſhall attain that age, UPON TRUST, that they, the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, do and ſhall permit and ſuffer, and fully authorize and impower the ſaid *Huſband* and his aſſigns, during his life, to have, receive, take, and enjoy the dividends and intereſt of all the ſame capital ſums, ſtocks, funds, and ſecurities, yearly, and every year as the ſame ſhall ariſe, and from time to time become due and payable, to and for his and their own uſe and benefit; and from and immediately after the deceaſe of the ſaid

and after his deceaſe, upon the truſts, &c. aforementioned;

and as to the ſum of 2,500l. reſidue of the ſaid 7,500, after the marriage;

and the moieties of the 2,174l. 13s. 1d. after the transfer;

and the dividends and the ſtocks, &c. appropriated to produce the ſaid annual ſum of 1000l. after wife ſhall be twenty-four;

and the dividends thereof, until that time,

upon truſt, to permit the huſband to receive the dividends thereof, for his life;

ſaid *Husband*, in caſe his intended wife ſhall ſurvive him, then do and ſhall permit and ſuffer, or fully authorize and impower the ſaid *Wife* and her aſſigns, during her life, to have, receive, take, and enjoy the dividends and intereſt of all the ſame capital ſums, ſtocks, funds, and ſecurities, yearly, and every year as the ſame ſhall ariſe, and from time to time become due and payable to and for her and their own uſe and benefit; and from and immediately after the deceaſe of the ſurvivor of them, the ſaid *Huſband* and his intended *Wife*, THEN UPON TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall aſſign, transfer, and make over, all the ſame capital ſums, ſtocks, funds, and ſecurities, unto or between and amongſt all and every or ſuch one or more of the child or children of the body of the ſaid *Husband*, on the body of the ſaid intended *Wife*, to be begotten, in ſuch parts, ſhares, and proportions, manner and form, at ſuch age or ages, days and times, and with ſuch maintenance in the mean time, and until the aſſignment or transfer thereof, and ſubject to ſuch proviſoes and limitations over, (ſuch proviſoes and limitations over to be for the benefit of the ſame children, ſome or one of them) as they, the ſaid *Huſband and Wife*, at any time or times, during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation, to be by them both ſealed and delivered, in the preſence of two or more credible witneſſes, ſhall direct or appoint; and in default of, and ſubject to ſuch joint direction or appointment, then as the ſurvivor of them the ſaid *Huſband and Wife*, ſhall, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her executed as aforeſaid, or by his or her laſt will and teſtament, in writing, or any codicil or codicils thereto, or any writing purporting to be, or in the nature of, his or her laſt will and teſtament, or any codicil or codicils, to be ſigned and publiſhed in the preſence of the like number of witneſſes, direct or appoint; and in default of, and ſubject to ſuch direction or appointment, AS TO, FOR, AND CONCERNING all the ſame capital ſums, ſtocks, funds, and ſecurities, or ſo much thereof, whereof there ſhall be no ſuch direction or appointment as aforeſaid; and from and immediately after the death of the ſurvivor of them, the ſaid *Huſband and Wife*, AS TO, FOR, AND CONCERNING the aforeſaid capital ſum of £.5000, 4 per cent. conſolidated bank

and after his death, if the wife ſurvives, to permit her to receive the ſame,

and after her death, upon truſt, to aſſign all the ſame ſums, &c. unto the children of the marriage, as the huſband and wife ſhall, by deed, jointly appoint;

in default, as the ſurvivor ſhall, by deed or will, appoint;

in default, as to the ſame ſeveral ſums, and from the death of the ſurvivor,

as to the ſaid ſum of 5000l. upon truſt, to transfer the ſame reſpectively, unto the children, (if more than one) equally;

bank annuities, or ſo much therof, whereof there ſhall be no ſuch direction or appointment by the ſaid *Wife* as aforeſaid, UPON TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall aſſign, transfer, and make over the ſame reſpectively, unto all and every the child and children of the body of the ſaid *Huſband*, on the body of the ſaid intended *Wife* to be begotten, to be equally divided between and amongſt them, (if more than one) ſhare and ſhare alike; and if there ſhall happen to be but one ſuch child, then the whole to him or her; the ſhare or ſhares of ſuch of them as ſhall happen to be a ſon or ſons, to be aſſigned and transferred to him or them, at his or their age or reſpective ages of twenty-one years; and the ſhare or ſhares of ſuch of them as ſhall happen to be a daughter or daughters, to be aſſigned and transferred to her or them, at her or their age or reſpective ages, of twenty-one years, or day or reſpective days of marriage, which ſhall firſt happen, ſuch reſpective marriage being with the conſent of the ſaid *Huſband and Wife*, or the ſurvivor of them; and if both of them ſhall be dead, then, with the conſent of the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them. PROVIDED ALWAYS, nevertheleſs, and it is hereby declared and agreed, that in caſe there ſhall be no ſuch direction or appointment as aforeſaid, of or concerning the portion or portions hereby intended for ſuch child or children as aforeſaid; and in caſe any ſuch child or children, being a ſon or ſons, ſhall attain his or their age or reſpective ages of twenty-one years, or being a daughter or daughters, ſhall attain her or their age or reſpective ages of twenty-one years, or be married with ſuch conſent as aforeſaid before ſuch age, in the life-time of the ſaid *Huſband and Wife*, or the ſurvivor of them, then, and from thenceforth, all and every the right and intereſt, or rights and intereſts of the ſame ſon or ſons, ſo attaining the ſaid age of twenty-one years; and of ſuch daughter or daughters, ſo attaining the like age, or marrying with ſuch conſent as aforeſaid before ſuch age, to and in the ſaid capital ſums, ſtocks, funds, or ſecurities, or any part thereof, whereof no ſuch direction or appointment ſhall be made as aforeſaid, ſhall reſpectively go, and be conſidered as a veſted intereſt, or veſted intereſts in the ſame child or chidren, and ſhall be tranſmiſſible as ſuch to his, her, or their executors or adminiſtrators; but nevertheleſs, the aſſignment and

if but one, the whole to ſuch child:

to the ſons at 21, and to the daughters at 21 or marriage, with conſent of parents or the truſtee.

Proviſo, for making the portions veſted intereſts, at 21, or marriage, with conſent.

and transfer of the ſame capital ſums, ſtocks, funds, and ſecurities, ſhall be poſtponed till after the deceaſe of the ſurvivor of the ſaid *Huſband and Wife*. PROVIDED ALSO, that if any ſuch child, being a daughter, ſhall die under the age of twenty-one years, and without being married with ſuch conſent as aforeſaid; or if any ſuch child, being a ſon, ſhall die before he ſhall attain his age of twenty-one years, then, and in default of, and ſubject to any ſuch direction or appointment as aforeſaid, the portion hereby provided for each ſuch daughter ſo dying, not being married with ſuch conſent, and of each ſuch ſon, ſo dying as aforeſaid, (other than what ſhall or may have been actually ſold or diſpoſed for the advancement of any ſuch ſon or ſons, as hereinafter is mentioned) ſhall, from time to time, go and accrue, to the ſurvivors or ſurvivor, or others or other of the ſame children, and be equally divided between and amongſt ſuch ſurvivors, and others of them, (if more than one) ſhare and ſhare alike, and ſhall be aſſignable and transferrable at ſuch reſpective days and times, to ſuch ſurviving or other child or children then in being, as is hereby provided and declared touching his, her or their original portion or portions. And in caſe of the death of any other or others of the ſaid children before he, ſhe, or they ſhall reſpectively have attained ſuch age or time as aforeſaid, then all and every ſuch accruing or ſurviving ſhare and ſhares ſhall, from time to time, again be ſubject and liable to ſuch further right, condition, or contingency of accruer or ſurvivorſhip, to the ſurvivors or ſurvivor, or others or other of the ſaid children, as herein-before is declared touching his or their original portion or portions. AND UPON THIS FURTHER TRUST, that they the ſaid truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators do, and ſhall in the mean time after the deceaſe of the ſurvivor of them the ſaid *Huſband* and *Wife*, and until the ſaid capital ſums, ſtocks, funds, and ſecurities ſhall have become aſſignable and transferrable reſpectively as aforeſaid (but ſubject to all ſuch direction and appointment as aforeſaid) receive the clear yearly dividends and intereſt of the ſame capital ſums, ſtocks, funds, and ſecurities, or of ſo much thereof as ſhall for the time being remain ſubject to any of the truſts herein-before declared as the ſame dividends and intereſt ſhall, from time to time, become due and payable, and pay the ſame into the hands of th guardian or guardians, for the time being, of ſuch child or children, whoſe potion or reſpective portions hereby provided, by or with

Clauſe of ſurviverſhip.

(Exception.)

Extended to the ſurviving ſhares.

and upon further truſt, (ſubject to ſuch appointment as aforeſaid) to pay the guardians of the children, the dividends of the monies, &c. for their maintenance, till their portions become payable.

the ſaid capital ſums, ſtocks, funds, and ſecurities, ſhall not then have become aſſignable and transferable as aforeſaid. In order that the ſame dividends and intereſt may be by ſuch guardian or guardians reſpectively applied for and towards the reſpective maintenance and education of the ſame child or children, according, and in proportion to their ſeveral rights and ſhares in the principal of the ſame capital ſums, ſtocks, funds, and ſecurities. PROVIDED ALWAYS, nevertheleſs, and it is hereby declared, that notwithſtanding the truſts hereinbefore contained concerning the ſame capital ſums, ſtocks, funds, and ſecurities, it ſhall and may be lawful to and for the ſaid truſtees, and the ſurvivors and ſurviver of them, his executors and adminiſtrators, at their or his diſcretion at any time or times after the deceaſe of the ſurvivor of them the ſaid *Huſband and Wife*, (and in default of and ſubject to all ſuch direction and appointment as aforeſaid) to ſell any part of the ſaid capital ſums, ſtocks, funds, and ſecurities hereby intended for the portion or portions of any ſuch ſon or ſons, not exceeding, in the whole, one-half of the portion or portions which ſuch ſon or ſons may then be ſuppoſed to be entitled to under the truſts aforeſaid, and pay and apply the produce for the placing out ſuch ſon or ſons, in any buſineſs, profeſſion, or employment, or for his or their inſtruction therein, or otherwiſe for his or their advancement or benefit in the world, notwithſtanding his or their portion or portions ſhall not then have become veſted, due, and payable. AND UPON THIS FURTHER TRUST, that in caſe there ſhall not be any child or children of the body of the ſaid *Huſband*, on the body of the ſaid *Wife* to be begotten, or there being ſuch, if every ſuch child ſhall die before any of them, being a ſon or ſons, ſhall have attained the age of twenty-one years, and before any of them, being a daughter or daughters, ſhall have attained the like age, or have been married under that age with ſuch conſent as aforeſaid; and if the ſaid *Husband* ſhall die in the life-time of the ſaid *Wife*, THEN IN TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and immediately after the deceaſe of the ſaid *Husband*, and ſuch failure of children as aforeſaid, aſſign, transfer, and make over, all and ſingular the ſame capital ſums, ſtocks, funds, and ſecurities, which ſhall then remain veſted in them the ſaid *Truſtees*, or

Power for the truſtees to advance the ſons.

(Subject.)

If there be no children, or if all of them ſhall die before their portions ſhall become veſted, and the wife ſurvives the huſband, then upon truſt, to transfer the whole to the wife, her executors, adminiſtrators, or aſſigns

or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, in virtue of the truſts aforeſaid, and which ſhall not have been diſpoſed of purſuant to any ſuch direction or appointment as aforeſaid, unto the ſaid *Wife*, her executors, adminiſtrators, or aſſigns, to and for her and their own uſe and benefit. AND UPON THIS FURTHER TRUST, that if there ſhall be ſuch failure of children of the ſaid *Husband and Wife* as aforeſaid; and if ſhe, the ſaid *Wife*, ſhall die in the life-time of the ſaid *Husband*, then, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and immediately after the deceaſe of the ſaid *Wife*, and ſuch failure of iſſue as aforeſaid, aſſign, transfer, and make over the aforeſaid ſeveral capital ſums of £.5000 and £.2,500, making together the ſaid £.7,500, 4 per cent. conſolidated bank annuities, and alſo the ſaid ſeveral capital ſums of £.2,480 : 7 : 8 and £.2,174 : 13 : 1, 3 per cent. reduced bank annuities, and £.2,243 : 2 : 7, 3 per cent. conſolidated bank annuities, or ſo much thereof reſpectively, which ſhall not have been diſpoſed of in virtue of any ſuch direction or appointment, or advancement as aforeſaid, according to the true intent and meaning of theſe preſents, unto the ſaid *Husband*, his executors, adminiſtrators, or aſſigns, to and for his and their own uſe and benefit; and moreover, upon this further truſt, that if the ſaid *Wife* ſhall attain the age of twenty-four years, and if there ſhall be ſuch failure of children of the ſaid *Husband and Wife* as aforeſaid, and if ſhe, the ſaid *Wife*, ſhall die in the life-time of the ſaid *Husband*, then, that they the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and immediately after the deceaſe of the ſaid *Wife*, and ſuch failure of children as aforeſaid, by ſale of ſo much of the ſtocks, funds, and ſecurities, ariſing from the perſonal eſtate of the ſaid *John Doe*, which ſhall be appropriated, or ſet apart, for making up a fund to produce the clear annual income of £.1000 as aforeſaid, raiſe the ſum of £.8000, of lawful money of Great Britain, and thereupon pay the ſaid ſum of £.8000 unto ſuch perſon or perſons, upon ſuch truſts, and to and for ſuch ends, intents, and purpoſes, and in ſuch manner and form as ſhe, the ſaid *Wife*, at any time or times, during her life, notwithſtanding her coverture, and whether covert or ſole, ſhall, by any deed or deeds, writing or writings, with or without power of revocation, to be by her ſealed

and upon further truſt, if the huſband ſurvives the wife, to transfer to him, his executors, adminiſtrators and aſſigns.

If wife attain 24, and die in the life-time of huſband, truſtees to ſell as much of the appropriated fund as will produce 8000l. and pay the ſame to ſuch perſons as the wife, by deed will, ſhall appoint.

ſealed and delivered in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be, or in the nature of her laſt will and teſtament, or any codicil thereto, to be ſigned and publiſhed by her in the preſence of the like number of credible witneſſes, direct or appoint: And in default of ſuch direction and appointment, UPON TRUST, that they, the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, do and ſhall, from and after the deceaſe of the ſaid *Wife*, pay the ſaid ſum of £.8000 unto or between and amongſt all and every the child and children of the ſaid ——— (*one of the truſtees*) who ſhall be living at the time of the death of the ſurvivor of them, the ſaid *Huſband and Wife*, and ſuch failure of their children as aforeſaid, and the iſſue of ſuch of the ſame children of the ſaid ——— as ſhall then happen to be dead, leaving iſſue, which ſhall be then living, the iſſue of every ſuch deceaſed child to take (if more than one equally among them) the ſhare which the parent of ſuch reſpective iſſue would have been entitled to if then living. AND AS TO, FOR, AND CONCERNING the reſidue and ſurplus of the ſaid ſtocks, funds, and ſecurities, ariſing from the perſonal eſtate of the ſaid *John Doe*, ſo appropriated or ſet apart, for making up a fund to produce the clear annual income of £.1000 as aforeſaid, which ſhall remain, after raiſing the ſaid ſum of £.8000: AND AS TO, FOR, AND CONCERNING the whole of the ſaid ſtocks, funds, and ſecurities, ariſing from the perſonal eſtate of the ſaid S. U. and which ſhall be ſo appropriated and ſet apart, for making up a fund to produce the clear annual ſum of £.1000 as aforeſaid, from and immediately after the death of the ſaid *Wife*, in the life-time of him the ſaid *Huſband*, and ſuch failure of their children as aforeſaid, in caſe there ſhall be no iſſue of the body of the ſaid ——— living at the time of the death of the ſaid *Wife*, and ſuch failure of their children, IN TRUST, for the ſaid *Huſband*, his executors, adminiſtrators, and aſſigns, and to be aſſigned and transferred to him and them accordingly (*Add the power, proviſions, and indemnifications*). AND FOR THE CONSIDERATIONS AFORESAID, and for the better enabling the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, to have, obtain, get in, and receive the ſeveral capital and principal ſums, ſecurities, monies, ſtocks, and funds, goods, chattels, and

In default, to the children of —— who ſhall be living at the death of the ſurvivor of huſband and wife, and the iſſue of ſuch of them as ſhall be dead, leaving iſſue then living, equally among them.

And as to the reſidue of the appropriated fund, after raiſing the 8000l. and after the death of wife, during the life of huſband, as to the whole of the ſtocks conſtituting the ſaid fund, in truſt, to be transferred to the huſband, his executors, adminiſtrators and aſſigns.

Uſual power of attorney from wife to the truſtees.

and premiſes hereinbefore expreſſed to be hereby aſſigned, as and when, and in caſe the ſame reſpectively ſhall be capable of being ſo got in and received, ſhe, the ſaid *Wife*, by and with the conſent and approbation of the ſaid *Huſband*, teſtified as aforeſaid, HATH made, ordained, conſtituted, and appointed, and by theſe preſents DOTH make, ordain, conſtitute, and appoint, the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, her true and lawful attornies and attorney, irrevocable, for her, the ſaid *Wife*, and in her name, notwithſtanding her coverture, or in the joint names of her and the ſaid *Huſband*, (but upon the truſts, and to and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſos, declarations, and agreements hereinbefore mentioned, expreſſed, and declared, of and concerning the ſame) to aſk, demand levy, ſue for, recover and receive, by all lawful ways and means whatſoever, immediately from and after the ſolemnization of the ſaid intended marriage, of and from all and every perſon and perſons whomſoever, who ſhall be liable to transfer, pay, account for, or deliver the ſame, or whom it doth, ſhall, or may concern, the ſaid ſeveral capital principal ſums, ſecurities, monies, ſtocks, and funds, goods, chattels, and premiſes hereinbefore expreſſed to be hereby aſſigned, as and when, and in caſe the ſame reſpectively ſhall be capable of being got in and received, and upon non-transfer, non-payment, or non-delivery thereof, or of any part thereof reſpectively, to ſue forth, bring, commence, and proſecute ſuch ſuit, bill, plaint, or other proceſs at law or in equity, or elſewhere, for the recovery thereof reſpectively, as they, or any of them ſhall think fitting, or be adviſed, and on transfer, payment, or delivery thereof, or of any part thereof reſpectively, to give ſufficient receipts and diſcharges for the ſame; And the ſaid *Wife and Huſband*, do hereby give and grant unto the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors and adminiſtrators, full power and authority in and touching the premiſes, and do hereby ratify and confirm, and covenant and agree to ratify and confirm all and whatſoever the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, ſhall lawfully do, or cauſe to be done, in the premiſes. AND LASTLY, the ſaid *Husband and Wife*, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors, and adminiſtrators, do hereby covenant

Husband covenants to ratify and confirm.

and to make further aſſurances.

covenant and agree with the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, that they the ſaid *Husband* and *Wife*, reſpectively, and their reſpective heirs, executors, and adminiſtrators, ſhall and will from time to time, and at all times hereafter, at their, his, or her own proper coſts and charges, upon every reaſonable requeſt of the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators, make, do, and execute, or cauſe and procure to be made, done, and executed all and every ſuch acts, deeds, matters, and things whatſoever as ſhall be neceſſary for the more effectually conveying, aſſigning and aſſuring to and veſting in them, the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns, the ſaid ſeveral capital and principal ſums, ſecurities, monies, ſtocks, and funds, goods, chattels, and premiſes hereinbefore expreſſed to be hereby aſſigned, and all that intereſt which may become due to them, him, or her thereon; and for enabling them, the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators, and aſſigns, to collect, get in, and receive the ſame premiſes reſpectively, and for promoting and facilitating the execution and performance of all and ſingular the truſts aforeſaid; as by the ſaid *Truſtees*, or the ſurvivors or ſurvivor of them, his executors, adminiſtrators, or aſſigns, or their or any of their counſel, learned in the law, ſhall be reaſonably and lawfully deviſed, or adviſed and required. IN WITNESS, &c.

Settlement whereby the Wife's fortune is laid out on lands of the Husband which are ſettled on him for life, or until a bankruptcy, then upon truſt to raiſe the wife's fortune by ſale, which is ſettled on the Huſband for life or until a bankruptcy; remainder to the Wife for her ſeparate uſe for life; remainder to the children of the marriage, with uſual proviſions; Huſband covenants for the title, likewiſe to inſure from fire; and it is provided that the Wife's right of dower or ſhare under the ſtatute of diſtributions ſhall not be affected.

THIS INDENTURE of three parts, made, &c. between *the intended Husband* of the firſt part; *the intended Wife* of the ſecond part; *the Husband's Father, and likewiſe the Wife's Father* of the third part. WHEREAS a marriage

marriage is intended to be ſhortly had and ſolemnized between the *Lady and Gentleman*, and the ſaid *Wife's Father* hath agreed to advance and pay the ſum of 1000l. as and for the portion or fortune of the ſaid *Wife*, and it hath been propoſed and agreed by and between all the ſaid parties hereto, that the ſaid ſum of 1000l. ſhall be laid out in the names of them the ſaid *Truſtees* upon the ſecurity of the hereditaments and premiſes hereinafter particularly mentioned, upon the truſts, for the intents and purpoſes, and with and ſubject to the powers, proviſions, declarations, and agreements hereinafter expreſſed and declared, of and concerning the ſame. NOW THIS INDENTURE WITNESSETH, that in purſuance and performance of the ſaid agreement, and for making a proviſion for the ſaid *Wife*, and for the iſſue of the ſaid intended marriage, and alſo for and in conſideration of the ſum of 1000l. of lawful money of Great Britain, to the ſaid *Husband* in hand paid by the ſaid *Wife's Father and Wife*, at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *Huſband* doth hereby acknowledge, and thereof and of every payment thereof, doth acquit, releaſe, and diſcharge the ſaid *Wife's Father*, his heirs, executors, adminiſtrators, and aſſigns, and every of them for ever by theſe preſents, and alſo in conſideration of the ſum of 10s. of like lawful money to him the ſaid *Husband* in hand alſo paid by them the ſaid *Truſtees*, the receipt whereof is hereby acknowledged, he the ſaid *Husband* hath granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, and confirm unto the *Truſtees*, in their actual poſſeſſion now being by virtue of a bargain and ſale to them thereof made by the ſaid *Huſband*, for 5s. conſideration, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the ſame indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion, and to his heirs and aſſigns, ALL, &c. And all rooms, cellars, ſollars, vaults, gardens, yards, ways, paths, paſſages, waters, water-courſes, lights, eaſements, liberties, privileges, profits, commodities, hereditaments, and appurtenances whatſoever, to the ſaid meſſuages, dwelling-houſes, tenements, malt-houſe, cottages, hereditaments, and premiſes, or any of them, belonging or appertaining, or therewith or with any

Recital of an intended marriage; and that the wife's fortune of 1,000l. ſhould be laid out upon ſecurity of lands belonging to the huſband.

Conſideration.

Releaſe of lands, &c.

any of them held, uſed, occupied, poſſeſſed, or enjoyed, or accepted, reputed, or taken as part, parcel, or member thereof, or of any part thereof; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues, and profits thereof, and of every part and parcel thereof. AND ALL the eſtate, right, title, intereſt, truſt, property, claim, and demand whatſoever, both at law and in equity, of him the ſaid *Huſband*, of, in, to, or out of the ſame meſſuages, dwelling houſes, tenements, malt-houſe, cottages, hereditaments, and premiſes, or any part or parcel thereof; TOGETHER with all deeds, muniments, and writings concerning the ſaid premiſes only, or only any part thereof; and copies of all ſuch as concern the ſame jointly with any other eſtates or property, ſuch copies to be made and written at the proper coſts and charges of the ſaid *Huſband*, his heirs aſſigns, TO HAVE AND TO HOLD the ſaid meſſuages, dwelling houſes, tenements, malt-houſe, cottages, hereditaments, and all and ſingular other the premiſes hereby mentioned or intended to be hereby granted and releaſed, with their and every of their appurtenances, unto the ſaid *Truſtees*, their heirs and aſſigns, to and for the only proper uſe and behoof of the ſaid *Truſtees*, their heirs and aſſigns for ever, UPON the truſts nevertheleſs, and for the ends, intents, and purpoſes hereinafter expreſſed and declared of and concerning the ſame, (that is to ſay,) IN TRUST, for ſecuring the ſame ſum of £.1000, and all intereſt to become due thereon, to the ſaid *Wife's Father*, his executors, adminiſtrators, and aſſigns, until the ſaid intended marriage ſhall be had and ſolemnized; and from and immediately after the ſolemnization thereof, UPON TRUST, to permit and ſuffer the ſaid *Husband*, and his aſſigns to receive and take the rents, iſſues, and profits of all and ſingular the ſaid meſſuages, dwelling-houſes, tenements, malt-houſe, cottages, hereditaments, and premiſes hereby granted and releaſed, or expreſſed or intended ſo to be, for and during the term of his natural life, * or until he ſhall commit any act of bankruptcy within the intent and meaning of any ſtatutes made or to be made in relation to

Habendum unto truſtees in fee.

Upon truſt to ſecure the 1,000l. until the marriage;

afterwards for the huſband for life, or until his bankruptcy, &c.

* Seeing that the huſband is in trade, this proviſion in the events mentioned ſeems neceſſary, becauſe it is impoſſible for a man in trade, however affluent, to ſay what unforeſeen events may compel him to a bankruptcy or arrangement with his creditors, and in ſuch event a proviſion of this kind would be very deſirable to the family.

bankrupts,

bankrupts, whereon a commiſsion ſhall iſſue, or he ſhall be found or declared a bankrupt, or until he ſhall make any compoſition with his creditors for the payment of his debts, though a commiſsion of bankruptcy ſhall not iſſue againſt him, or until he ſhall make any aſsignment of his effects for the benefit of his creditors, whichever ſhall firſt happen; and from and after the deceaſe of the ſaid *Husband*, or his committing any act of bankruptcy whereupon a commiſsion ſhall iſſue, or his being found or declared a bankrupt, or making any compoſition with his creditors for the payment of his debts, or making any ſuch aſsignment of his effects for the benefit of his creditors as aforeſaid, UPON THIS FURTHER TRUST, that they, the ſaid *Truſtees* and their heirs, or ſuch other perſon or perſons as ſhall be a truſtee or truſtees for the time being, in purſuance of the power hereinafter reſerved and contained, ſhall and do, with all convenient ſpeed, (if the ſame ſum of £.1,000 ſhall then remain a charge on the ſaid hereditaments and premiſes,) by and with the conſent and direction of the ſaid *Wife*, if ſhe ſhall be then living, (teſtified by any writing under her hand and ſeal,) or if ſhe ſhall be then dead, then of their own proper authority, and without the interpoſition or aſſent of the ſaid *Husband*, his heirs or aſſigns, or any of them, by public ſale or auction, or private contract, upon reaſonable notice to be given for that purpoſe, abſolutely ſell, convey, and diſpoſe of a ſufficient part of the ſaid hereditaments and premiſes hereby granted and releaſed, or expreſſed or intended ſo to be, and of the inheritance in fee ſimple thereof, with the appurtenances, either together or in parcels, for the moſt money and beſt price or prices in money, that can be reaſonably had and obtained for the ſame, and ſhall and do for that purpoſe make and execute all ſuch deeds, conveyances, and aſſignments as they, the ſaid *Truſtees*, or the ſurvivor of them, or the heirs of ſuch ſurvivor ſhall think fit: AND IT IS HEREBY DECLARED, that the ſaid *Truſtees* and the ſurvivor of them, his heirs, executors, and adminiſtrators, ſhall and may in the firſt place, by and out of the monies to ariſe by ſuch ſale or ſales as aforeſaid, return the ſaid ſum of £.1,000, ſo paid to him the ſaid *Husband* as aforeſaid, together with the coſts and charges attending ſuch ſale, and other expences incident to the execution of the truſts hereby in them repoſed; and when the ſaid ſum of £.1,000 ſhall have been raiſed and ſatisfied, and all coſts, charges, demands,

afterwards upon truſt to raiſe the 1,000l. by ſale of the lands, if the 1,000l. ſhall be then unpaid, and to execute all proper deeds for the purpoſe of ſale.

Truſtees to repay the 1000l. in the firſt place, and to pay the overplus to the huſband, or ſuch perſons as ſhall be entitled to receive the ſame.

mands, and expences attending ſuch ſale or ſales as aforeſaid, or otherwiſe attending the execution of the truſts hereby in them the ſaid *Truſtees*, their heirs, executors, adminiſtrators, and aſſigns reſpectively repoſed, ſhall in all things be fully ſatisfied and diſcharged; THEN UPON TRUST that they, the ſaid *Truſtees*, and the ſurvivor of them, his heirs, executors, and adminiſtrators, ſhall and do pay and apply the overplus of ſuch monies, and reconvey ſuch part or parts of the ſaid hereditaments and premiſes, or ſo much thereof as ſhall not have been diſpoſed of under the truſts hereinbefore declared concerning the ſame, unto the ſaid *Huſband*, his heirs, executors, adminiſtrators, or aſſigns reſpectively, or as he or they ſhall direct or appoint, or to ſuch perſon or perſons as ſhall then be intitled in law to the ſame reſpectively. AND IT IS HEREBY DECLARED AND AGREED between all the ſaid parties hereto, that all ſuch deeds, conveyances, and aſſignments as ſhall be made and executed by them the ſaid *Truſtees* and their heirs, or ſuch other perſon or perſons, truſtee or truſtees as aforeſaid, to the purchaſer or purchaſers of the ſaid meſſuages, dwelling houſes, tenements, malt-houſe, cottages, hereditaments, and premiſes hereby granted and releaſed, or mentioned, expreſſed, or intended ſo to be, or any part or parts thereof, ſhall be as valid and effectual in law to ſuch purchaſer or purchaſers reſpectively, and all and every perſon or perſons claiming of, from, through, or under him or them, as ſuch deeds, conveyances, and aſſignments would be if the ſaid *Huſband* ſhould join therein and duly execute the ſame; and that ſuch purchaſer or purchaſers, and all and every other perſon and perſons claiming by, from, through, or under him, them, or any of them, ſhall be entitled to have, hold, and enjoy all ſuch of the hereditaments and premiſes as ſhall be ſo ſold and conveyed, or aſſured to ſuch purchaſer or purchaſers reſpectively, by the ſaid *Truſtees* and their heirs, or ſuch other truſtee or truſtees as aforeſaid, againſt the ſaid *Huſband* and his heirs, and all and every other perſon and perſons claiming by, from, through, under, or in truſt for him, them, or any of them, freed, acquitted, and for ever diſcharged of and from all right, title, claim, and demand whatſoever of the ſaid *Huſband*, his heirs, executors, or adminiſtrators; AND that the receipt or receipts of the ſaid *Truſtees* and their heirs, and ſuch other perſon or perſons to be nomina-

All ſuch deeds, &c. to be valid, &c.

Truſtees receipt to be ſufficient.

ted

ted or appointed a truſtee or truſtees as after mentioned, ſigned with their or his hands or hand, for what ſhall actually be received by them, or any of them reſpectively, of or for, or on account of the purchaſe money for all or any part of the ſaid premiſes ſo to be ſold under or in purſuance of the truſt aforeſaid, ſhall from time to time be a good and ſufficient diſcharge and good and ſufficient diſcharges to the purchaſer or purchaſers of the ſaid meſſuages, lands, tenements, hereditaments, and premiſes mentioned to be hereby granted and releaſed, or any part or parts thereof, and his or their reſpective heirs, executors, adminiſtrators, and aſſigns, for ſo much of the ſaid purchaſe money for which ſuch receipt or receipts ſhall be ſo given and ſigned as aforeſaid; and that after payment thereof, and ſuch receipt or receipts ſo given as aforeſaid, ſuch purchaſer or purchaſers ſhall not be anſwerable or accountable for any loſs, miſapplication, or non-application of the purchaſe monies in ſuch receipt or receipts reſpectively acknowledged to be received, or be any ways obliged or concerned to ſee to the application of the ſame. PROVIDED ALWAYS, and it is hereby declared and agreed between and by the ſaid parties to theſe preſents, that if the ſaid *Husband* ſhall at any time or times hereafter be deſirous of paying off or diſcharging the ſaid ſum of £.1,000, it ſhall and may be lawful to and for the ſaid *Truſtees* and their heirs, or ſuch other perſon or perſons as ſhall be ſo appointed a truſtee or truſtees as aforeſaid, upon payment and receipt of the ſaid ſum of £.1,000, clear of all demands and abatements out of the ſame, for or in reſpect of any taxes, charges, aſſeſſments, payments, or other matter, cauſe, or thing whatſoever, taxed, charged, or impoſed upon the ſaid meſſuages, dwelling-houſes, malt-houſes, cottages, tenements, hereditaments, and premiſes, or any part thereof, or upon the ſaid ſum of £.1,000, or upon the ſaid *Husband*, his heirs, executors, adminiſtrators, or aſſigns, in reſpect thereof, by authority of parliament or otherwiſe howſoever, at any time or times hereafter, upon the requeſt, and at the coſts and charges in the law of the ſaid *Husband* or his heirs, to re-convey the ſaid meſſuages, tenements, cottages, hereditaments, and premiſes hereby mentioned and intended to be hereby granted and releaſed, with their appurtenances, unto the ſaid *Husband*, his heirs and aſſigns, or as he or they ſhall in that behalf direct or appoint, free from all incumbrances made or done, or to be made

Proviſo, that on the husband's payment of the 1,000 l. to the truſtees they may re-convey the lands.

or done by them the ſaid *Truſtees* and their heirs, or ſuch other perſon or perſons, truſtee or truſtees, for the time being as aforeſaid, or any of them, or any perſon or perſons claiming or to claim from, by, or under them or any of them, any thing herein contained to the contrary thereof notwithſtanding. AND IT IS HEREBY FURTHER AGREED AND DECLARED between and by the ſaid parties to theſe preſents, that they, the ſaid *Truſtees* and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, and ſuch other perſon or perſons, truſtee or truſtees as aforeſaid, ſhall ſtand poſſeſſed of and intereſted in the ſaid ſum of £.1,000, when and as the ſame ſhall be received, UPON TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor and ſuch other perſon or perſons, truſtee or truſtees as aforeſaid, ſhall, as ſoon as conveniently may be, lay out and inveſt the ſame in the purchaſe of ſtock in ſome one of the public ſtocks or funds, or upon ſome real ſecurity or ſecurities, at intereſt, in the names of them the ſaid *Truſtees*, their executors, adminiſtrators or aſſigns, or ſuch other perſon or perſons, truſtee or truſtees as aforeſaid; and do and ſhall ſtand poſſeſſed of and intereſted in the ſaid ſtocks, funds, and ſecurities which ſhall be ſo purchaſed, and the ſaid ſum of £.1,000, until the ſame ſhall be ſo laid out and inveſted as aforeſaid, UPON TRUST to pay the whole annual dividends, intereſt, and produce of the ſaid ſtocks, funds, and ſecurities, and ſum of £.1,000 unto, or otherwiſe ſufficiently impower or permit the ſaid *Husband* and his aſſigns to receive the ſame, for and during the term of his natural life, *or until he ſhall commit any act of bankruptcy within the intent and meaning of any ſtatutes made or to be made in relation to bankrupts, whereupon a commiſſion ſhall iſſue, or he ſhall be found or declared a bankrupt, or make any compoſition with his creditors for the payment of his debts, though a commiſſion of bankruptcy ſhould not iſſue againſt him, or until he ſhall make any aſſignment of his effects for the benefit of his creditors, to and for his and their own uſe and benefit*; and from and after the deceaſe of the ſaid *Husband*, *or his committing any act of bankruptcy whereupon a commiſſion ſhall iſſue, or his being found or declared a bankrupt, or making any compoſition with his creditors, for the payment of his debts, or making any ſuch aſſignment of his effects for the benefit of his creditors as aforeſaid*, then upon truſt that they the ſaid *Truſtees* do and ſhall pay

And on receipt of the 1,000l. the truſtees to put the ſame out to intereſt,

and pay the intereſt

to huſband for life, or until his bankruptcy, &c.

or

or cauſe to be paid all the dividends, intereſt, and annual produce of the ſaid ſtocks, funds, and ſecurities, or ſum of £.1,000, as the ſame ſhall accrue and be raiſed, into the proper hands of her the ſaid *Wife*, or to ſuch perſon or perſons as ſhe in writing, ſigned with her proper hand, ſhall, notwithſtanding her intended coverture, direct or appoint, for her ſole and ſeparate uſe, benefit, and diſpoſal, excluſive of and free from the power, controul, debts, and engagements of the ſaid *Huſband*, and wherewith he ſhall not anywiſe intermeddle, and the receipt and receipts of the ſaid *Wife* alone, or of ſuch perſon or perſons to whom ſhe ſhall ſo direct or appoint the ſame to be paid as aforeſaid, ſigned with her or their hand or hands, ſhall, from time to time, be a good and effectual diſcharge for ſo much of the ſaid dividends, intereſt, and annual produce as ſhall be therein expreſſed and acknowledged to be received; and from and after the deceaſe of the ſaid *Wife*, then upon truſt for all and every the child and children of the ſaid *Huſband*, on the body of the ſaid *Wife* to be begotten, and to go and be paid, aſſigned, or transferred to ſuch child and children, at ſuch time or times, and if more than one, in ſuch ſhares and proportions, and with and ſubject to ſuch proviſoes, conditions, and limitations over, (ſuch limitations over being for the benefit of ſome or one of them,) as the ſaid *Wife* ſhall, notwithſtanding her coverture, and whether covert or ſole, by any deed or deeds, writing or writings, with or without power of revocation, to be ſealed and delivered by her, in the preſence of and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will and teſtament, (which ſhe is hereby authoriſed to make,) ſigned in the preſence of and atteſted by the like number of witneſſes, direct or appoint; and until ſuch direction or appointment ſhall be made, and in default of any ſuch direction or appointment as aforeſaid, then as to the whole of the ſaid ſtocks, funds, or ſecurities, or ſum of £.1,000; and in caſe any ſuch direction or appointment ſhall be made which ſhall not be a compleat direction or appointment of the whole of the ſaid ſtock, funds, or ſecurities, or ſum of £.1,000, then as to ſo much and ſuch part of the ſame whereof no ſuch direction or appointment as aforeſaid ſhall be made, IN TRUST for all and every the child and children who ſhall be living at the death of the ſurvivor of them the ſaid

and after his death or bankruptcy, &c. unto wife, for her ſeparate uſe for life;

and after her deceaſe, for the children of the marriage, according to her appointment.

For want of appointment to all the children equally.

Husband and Wife, to whom, or for whoſe benefit, no part of the ſaid ſtocks, funds, or ſecurities, or ſum of £.1,000 ſhall be ſo as aforeſaid directed or appointed; if more than one, equally to be divided amongſt them, ſhare and ſhare alike; and if but one, then to ſuch only child the ſhare or ſhares of ſuch child or children, being a ſon or ſons, to be paid, or aſſigned and transferred to him and them as and when he or they ſhall attain his or their age or ages of twenty-one years reſpectively; and the ſhare and ſhares of ſuch of them as ſhall be a daughter or daughters, to be paid, aſſigned, and transferred to her or them as and when ſhe or they ſhall ſeverally attain her or their ages of twenty-one years, or be married, reſpectively, whichever ſhall firſt happen; but if any ſuch child or children, being a ſon or ſons, ſhall attain his or their age of twenty-one years, or being a daughter or daughters, ſhall attain her or their age of twenty-one years, or be married, in the life-time of the ſaid *Husband and Wife*, or the ſurvivor of them, then the ſaid ſhare and ſhares of the ſaid child and children of and in the ſaid ſtocks, funds, or ſecurities, or ſum of £.1,000 ſhall be paid or aſſigned and transferred to him, her, or them immediately after the deceaſe of the ſurvivor of them the ſaid *Husband and Wife*, or after the deceaſe of the ſaid *Wife* only, *in caſe the ſaid* Huſband *ſhall commit an act of bankruptcy within the intent and meaning of any ſtatutes made or to be made in relation to bankrupts whereupon a commiſſion ſhall iſſue, or he ſhall be found or declared a bankrupt, or make any compoſition with his creditors for the payment of his debts or aſſignment of his effects for the benefit of his creditors*, or ſo ſoon after as may be; and notwithſtanding the poſtponing the payment, aſſignment and transfer of the ſhare and ſhares of ſuch child and children until after the deceaſe of the ſurvivor of them the ſaid *Husband and Wife*, or after the deceaſe of her the ſaid *Wife*, *in caſe the ſaid Husband ſhall commit an act of bankruptcy within the intent and meaning of any ſtatutes made or to be made in relation to bankrupts, whereupon a commiſſion ſhall iſſue, or he ſhall be found or declared a bankrupt, or make any compoſition with his creditors for the payment of his debts, or aſſignment of his effects for the benefit of his creditors*, all and every ſuch ſhare and ſhares ſhall be and be deemed and conſidered veſted intereſts in ſuch of the ſame child or children, who being a ſon or ſons, ſhall attain the age of twenty-one years, and who, being a daugh-

a daughter or daughters, ſhall attain that age, or be married in the life-time of the ſaid *Husband and Wife*, or of the ſurvivor of them. PROVIDED ALWAYS, that if any ſuch child or children, being a ſon or ſons, ſhall die before he or they ſhall attain his or their age or ages of twenty-one years reſpectively, and being a daughter or daughters, ſhall die before ſhe or they ſhall attain her or their age or ages of twenty-one years reſpectively, without having been married, then the ſhare and ſhares of him, her, or them, ſo dying as aforeſaid, ſhall from time to time go, accrue, and belong to the ſurvivors and ſurvivor, or other and others of ſuch children, and be paid or aſſigned and transferred to him, her, or them, if more than one, ſhare and ſhare alike, at ſuch time or times, and in the ſame manner, to ſuch ſurviving or other child or children as is hereinbefore declared or expreſſed touching his, her, or their original ſhare or ſhares; and in caſe any other or others of the ſaid children, being a ſon or ſons, ſhall die before he or they ſhall attain his or their age or ages of twenty-one years, and being a daughter or daughters, ſhall die before ſhe or they ſhall attain ſuch age, without having been married, then all and every the accruing or ſurviving ſhare or ſhares of ſuch child or children dying as aforeſaid, ſhall again, from time to time, accrue and go together with his, her, or their, original ſhare or ſhares, to the then ſurvivors or ſurvivor, or other or others of the ſaid children, and ſhall be payable, aſſignable, or transferrable as and when his, her, or their original ſhare or ſhares ſhall, by virtue of theſe preſents, become payable or aſſignable to him, her, or them; and upon this further truſt, that from and after the deceaſe of the ſaid *Husband and Wife*, or after the deceaſe of the ſaid *Wife*, *in caſe the ſaid Husband ſhall commit any act of bankruptcy, whereupon a commiſſion of bankruptcy ſhall iſſue, or be found or declared a bankrupt, or make any compoſition with his creditors, or aſſignment of his effects for the benefit of his creditors*, they, the ſaid *Truſtees* for the time being do and ſhall, in the mean time, and until the ſhare or ſhares of ſuch child or children ſhall become payable, aſſignable, or transferable to him, her, or them reſpectively, pay, apply, and diſpoſe of the dividends, intereſt, and annual produce of the ſaid ſtocks, funds, and ſecurities, or ſum of £.1,000, or any part or parts thereof, ſo as the ſame ſhall not exceed the intereſt of the portion or portions, or ſhare or ſhares for

Benefit of ſurvivorſhip among the children.

The accruing ſhares to ſurvive likewiſe.

Application of intereſt for the children's maintenance.

the time being, of ſuch child and children, in and to ſuch ſtock, funds, or ſecurities, or ſum of £.1000, for or towards the maintenance and education of ſuch child or children reſpectively, in ſuch manner as they, the ſaid *Truſtees*, for the time being, ſhall, in their diſcretion, think fit.

And in caſe of no child,

PROVIDED ALWAYS, and it is hereby declared and agreed, that if there ſhall not be any child begotten between the ſaid *Husband and Wife*, or if there ſhall be any child or children begotten between them, and all and every ſuch child, being a ſon or ſons, ſhall die before he or they ſhall attain his or their age or ages of twenty-one years, and being a daughter or daughters, ſhall die before ſhe or they ſhall attain her or their age or ages of twenty-one years, without having been married, or if all, or any part or parts of the ſaid ſtock, funds, or ſecurities, or ſum of £.1000, ſhall not become veſted in or belonging to ſuch child or children, then, and in any of the ſaid caſes, the ſaid *Huſband and Wife*, and their executors and adminiſtrators, or the truſtee or truſtees, for the time being, ſhall ſtand and be poſſeſſed of the ſaid ſtocks, funds, or ſecurities, or ſum of £.1000, or ſo much thereof, as ſhall not have become veſted in or belonging to ſuch child or children, upon ſuch truſts, for ſuch intents and purpoſes, and for ſuch perſon or perſons, and at the time and times, and in ſuch parts and proportions, manner and form, as the ſaid *Huſband* ſhall, from time to time, by any deed or deeds, writing or writings, with or without power of revocation, to be ſealed and delivered by him, in the preſence of two or more credible witneſſes, or by his laſt will and teſtament, in writing, or any writing purporting to be his laſt will and teſtament, to be ſigned and publiſhed by him, in the preſence of, and to be atteſted by the like number of witneſſes, direct, limit, or appoint, and in default of ſuch direction, limitation, or appointment, and in the mean time, and until ſuch direction, limitation, or appointment, ſhall be made; and alſo ſubject to any ſuch limitation, direction, or appointment, where the ſame ſhall happen not to be a compleat and entire appointment of the whole of the ſaid ſtocks, funds, or ſecurities, or ſum of £.1000, in truſt, for the ſaid *Husband*, his executors, adminiſtrators, and aſſigns *(Inſert proviſions for appointing new truſtees, and varying the ſecurities)*. AND the ſaid *Husband*, for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe, and agree, to and with the ſaid *Truſtees*, their heirs and aſſigns, by theſe preſents, in manner

for ſuch perſons &c. as the huſband, by deed or will, ſhall appoint.

And for want of appointment,

in truſt for the huſband abſolutely.

Huſband's covenant to pay the 1000l. to truſtees.

manner and form following, (that is to ſay) that he, the ſaid *Husband*, his heirs, executors, adminiſtrators, or aſſigns, ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *Truſtees*, their executors, adminiſtrators, or aſſigns, the ſaid ſum of £.1000. at ſuch time and times, as are hereinbefore mentioned, for the payment thereof, without any deduction or abatement whatſoever for taxes, or otherwiſe as aforeſaid, according to the purport of the laſt mentioned proviſo, and the true intent and meaning of theſe preſents: AND the ſaid *Husband*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant, promiſe, and agree, to and with the ſaid *Truſtees*, their heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *Husband*, at the time of the ſealing and delivery hereof, is lawfully, rightfully, and abſolutely ſeiſed of and in the ſaid meſſuages, cottages, tenements, hereditaments, and premiſes hereinbefore by theſe preſents granted and releaſed, or intended ſo to be, with their and every of their appurtenances, of a good, ſure, perfect, abſolute, and indefeaſible eſtate of inheritance in fee ſimple in poſſeſſion to him the ſaid *Husband* and his heirs, without any manner of condition, power of revocation, limitation of any new or other uſe or uſes, eſtate or eſtates, or any other act, deed, matter, or thing whatſoever, to alter, change, charge, defeat, revoke, make void, leſſen, incumber, or determine the ſame, or the uſe or property thereof. AND alſo that he the ſaid *Husband* now hath in himſelf, good right, full power, and lawful and abſolute authority to grant, convey, and aſſure the ſaid meſſuages, cottages, tenements, hereditaments, and premiſes hereby granted and releaſed, or intended ſo to be, with their, and every of their appurtenances unto, and to the uſe of the ſaid *Truſtees*, their heirs and aſſigns, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents: AND FURTHER, that in caſe the ſaid meſſuages or dwelling-houſes, cottages, tenements, hereditaments, and premiſes, or any part or parts thereof, ſhall be ſold in purſuance of the truſts hereinbefore declared for that purpoſe; it ſhall and may be lawful for the purchaſer and purchaſers thereof, his, her, or their heirs and aſſigns, from time to time and at all times for ever thereafter, peaceably and quietly to enter into and upon, have, hold, uſe, occupy, poſſeſs, and enjoy all and ſingular the ſaid meſſuages or dwelling-houſes, cottages, tenements, and hereditaments

Covenants, that husband is ſeiſed in fee of the lands,

and hath power to convey.

And in caſe of ſale, for quiet enjoyment of the purchaſer, &c.

hereby granted and releaſed, or intended ſo to be, with their appurtenances, and to receive and take the rents, iſſues, and profits thereof, and every part thereof, to and for his and their own uſe and benefit, without any let, ſuit, trouble, hindrance, interruption, moleſtation, denial, claim, or demand of or by the ſaid *Husband*, his heirs or aſſigns, or of or by any other perſon or perſons whomſoever: AND THAT free and clear, and freely and clearly acquitted, exonorated, and diſcharged or otherwiſe by the ſaid *Husband*, his heirs, executors, or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified, of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, releaſes, mortgages, jointures, dowers, right and title of dower, uſes, intails, truſts, rents, and arrears of rent, ſtatutes, recognizances, judgments, elegits, extents, executions, debts of record, deb s due to the King's Majeſty, forfeitures, re-entries, cauſe, and cauſes of forfeiture and re-entry, and of, from, and againſt all and ſingular other eſtates, titles, troubles, charges, and incumbrances whatſoever had, made, done, committed, occaſioned, or ſuffered, by the ſaid *Husband*, his heirs or aſſigns, or any perſon or perſons whomſoever: And that the ſaid *Husband* ſhall and will, immediately after the execution hereof, at his own proper coſts, charges, and expences, inſure, or cauſe the ſaid hereditaments and premiſes to be inſured, in ſome reputable office or offices of inſurance, within the cities of London or Weſtminſter, for and during ſo long time as the ſaid ſum of £.1000 ſhall remain charged on the ſaid hereditaments and premiſes, for the principal ſum of £ 1000 at leaſt, and immediately after the making ſuch inſurance or inſurances as aforeſaid, ſhall and will aſſign and transfer the policy or policies thereof, and all benefit and advantage to ariſe therefrom unto the ſaid *Truſtees*, or their heirs, or ſuch other perſon or perſons as ſhall be truſtees or truſtee for the time being, and ſhall and will, from time to time, and at all times hereafter, pay or cauſe to be paid annually or otherwiſe ſuch ſum and ſums of money into the proper hands of the perſon or perſons authoriſed and empowered to receive the ſame, for ſuch office, ſociety or corporation in which ſuch meſſuages, cottages, tenements, hereditaments, and premiſes ſhall be ſo inſured as aforeſaid, as ſhall be required, for continuing the ſame inſurances, and ſhall and will, upon ſuch payments, deliver unto the ſaid *Truſtees*, or their heirs, or ſuch truſtees

Free from incumbrances.

For inſuring the premiſes from fire.

truſtees or truſtee for the time being as aforeſaid, or to ſuch perſon or perſons as they ſhall direct or appoint, the receipt or receipts for ſuch ſum or ſums of money as ſhall be ſo paid for ſuch inſurance as aforeſaid; and that in caſe the ſaid *Husband* ſhall, at any time or times hereafter, omit or neglect to pay, or cauſe to be paid, ſuch ſum or ſums of money as ſhall be neceſſary for ſuch inſurance as aforeſaid, or in caſe he ſhall not deliver up to the ſaid *Truſtees*, their heirs and aſſigns, ſuch policy or policies, receipt or receipts, it ſhall and may be lawful to and for the ſaid *Truſtees*, their heirs and aſſigns, or any of them, to make, or cauſe to be made, ſuch inſurance or inſurances, for the ſaid ſum of £.1000, and, from time to time, to deduct ſuch ſum or ſums as ſhall be required, for making and continuing the ſame inſurance, out of the rents, iſſues, and profits of the ſaid hereditaments and premiſes hereby granted and releaſed, or mentioned, or intended ſo to be. AND MOREOVER, that in caſe the ſaid meſſuages, cottages, tenements, hereditaments, and premiſes mentioned to be hereby granted and releaſed as aforeſaid, or any part or parcel thereof, ſhall be ſold in purſuance of the truſt hereinbefore declared for that purpoſe, the ſaid *Huſband* and his heirs, and all and every other perſon or perſons having or lawfully claiming, or who ſhall or may have, or lawfully claim, any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſaid meſſuages, cottages, tenements, hereditaments, and premiſes hereinbefore mentioned, and hereby granted and releaſed, or any part thereof, ſhall and will, after the ſame ſhall be ſold and conveyed, upon every reaſonable requeſt, and at the proper coſts and charges in the law of the purchaſer or purchaſers thereof, make, do acknowledge, levy, ſuffer, and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered, and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances, releaſes, and aſſurances, in the law whatſoever, for the further, better, more perfect, and abſolute granting, conveying, and aſſuring the ſaid meſſuages or dwelling-houſes, cottages, tenements, hereditaments, and premiſes hereinbefore by theſe preſents granted and releaſed, or mentioned, or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances unto, and to the uſe of the ſaid purchaſer or purchaſers thereof, his, her, or their heirs or aſſigns, or as he, ſhe, or they ſhall direct or appoint, be the

For further aſſurance to the purchaſer, &c.

the ſame by fine or fines, feoffment or feoffments, common recovery or common recoveries, deed or deeds, indented or poll, inrolled or not inrolled, releaſe or confirmation, or by all and every, or any of the ſaid ways and means, or by any other ways and means in the law whatſoever, as by the ſaid purchaſer or purchaſers, his, her, or their heirs or aſſigns, or his her, or their counſel, learned in the law, ſhall be reaſonably deviſed, adviſed, or required. AND ALSO, that in caſe the ſaid hereditaments and premiſes, or any part or parts thereof, ſhall be ſold in purſuance of the truſt hereinbefore declared for that purpoſe, he the ſaid *Husband* and his heirs, if required, ſhall and will join in ſuch ſale, and execute the ſeveral conveyances of the premiſes to be ſold unto the uſe of the purchaſer or purchaſers thereof, his, her, or their heirs and aſsigns, or as he, ſhe, or they ſhall direct or appoint, and enter into all proper and reaſonable covenants with the purchaſer or purchaſers, his, her, or their heirs or aſsigns, for the title, poſſeſsion, and further aſſurance of the premiſes ſo to be ſold; nevertheleſs it is hereby agreed and declared, that the joining of the ſaid *Husband*, or his heirs, in any ſuch ſale, conveyance and conveyances ſo to be made and executed as aforeſaid, ſhall not in anywiſe be deemed eſſential or neceſſary to perfect the title of the purchaſer or purchaſers, or any part thereof, the ſame being intended only for the further ſatisfaction of ſuch purchaſer or purchaſers. PROVIDED ALSO, and it is hereby likewiſe agreed and declared between and by the ſaid parties hereto, that they the ſaid *Truſtees*, and their heirs, executors, and adminiſtrators, and other the truſtee or truſtees ſo to be nominated or appointed as hereinbefore mentioned, and each of them, their and each of their heirs, executors, adminiſtrators, or aſsigns reſpectively, ſhall only be chargeable with, or accountable for ſuch ſum and ſums of money as they ſhall reſpectively, by the means hereinbefore mentioned actually receive, and with or for no more, and that the one of them ſhall not be anſwerable or accountable for the others or other of them, or for the acts, receipts, neglects, or defaults of the other or others of them, but each of them only for his own acts, receipts, neglects, or defaults, and that they or any of them ſhall not be chargeable or anſwerable with or for any loſs or damage which may happen by depoſiting or placing the ſaid truſt monies, or any part thereof, in any bank or bankers hands, or elſewhere, for ſafe cuſtody, or by inveſting or laying

And that in caſe of ſale, the huſband will join,

but his joining declared not eſſential

for indemnifying the truſtees,

laying out the ſame or any part thereof, in or upon any ſuch ſtocks, funds, or ſecurities as aforeſaid, ſo as during the lives of the ſaid *Huſband and Wife*, and the life of the ſurvivor of them, the ſame be with ſuch their conſent and approbation as hereinbefore mentioned, or otherwiſe however, in the execution of every aforeſaid truſts, or any of them, ſave only ſuch as ſhall happen by reaſon or means of his or their reſpective wilful neglect or default; and that they, the ſaid *Truſtees*, and each and every of them, may and ſhall, out of the monies which ſhall come to their or any of their hands, by virtue of theſe preſents, retain to and reimburſe himſelf and themſelves, and pay to his or their co-truſtees or truſtee, all ſuch coſts, charges, and expences as he, they, or any of them ſhall pay, ſuſtain, or be put unto, for or by reaſon of the truſts hereby in them repoſed, or in or about the management or execution thereof. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, that nothing herein contained ſhall, in any manner, prejudice, or affect the right of dower of the ſaid *Wife*, of and in the lands, tenements, and hereditaments of the ſaid *Huſband*, or her ſhare of and in the perſonal eſtate of the ſaid *Husband*, by virtue of or under the ſtatute of diſtribution. IN WITNESS, &c.

and for reimburſing them.

Declaration that the wife's right of dower, or her ſhare under the ſtatute of diſtribution, ſhall not be prejudiced.

Settlement whereby ſundry freehold and copyhold eſtates of the Son's Father, and alſo freehold and copyhold eſtates of the Son are ſettled, as abſtracted in the margin; part of the eſtates are ſubject to mortgages, which the Father covenants to pay off, and the Brother of the lady, who hath £.2000 of her property in his hands, covenants to pay intereſt for the ſame, and diſpoſe of ſuch intereſt in keeping down the intereſt of the mortgages until diſcharged by the Father, and the reſidue to the Husband, who is to have the principal after ſuch mortgages ſhall be diſcharged.

THIS INDENTURE of ſix parts, made BETWEEN the *Husband's Father* of the firſt part; the *Husband* (only ſon and heir apparent of the ſaid *Father*) of the ſecond part; the *Wife* of the third part; her *Brother* (which ſaid *Wife and Brother* are the only ſurviving children of —— and —— his wife, and legatees named in their ſaid *Father's* will,

Parties.

will, and alſo ſpecific and reſiduary legatees, named in the laſt will and teſtament of their ſaid *Mother* deceaſed, who was the executrix, and alſo reſiduary legatee, named in the will of her late *Husband*, the ſaid —— deceaſed) of the fourth part; *Truſtees to ſupport contingent remainders*, of the fifth part; and *other Truſtees for terms of years*, of the ſixth part. WHEREAS a marriage is intended ſhortly to be had and ſolemnized between the *ſecond and third parties*: AND WHEREAS the ſaid *Father* is ſeiſed in fee ſimple of the meſſuages, farms, lands, tenements and hereditaments hereinafter expreſſed, to be hereby by him granted and releaſed; *And* is alſo ſeiſed in fee ſimple of the copyhold or cuſtomary meſſuages, farms, lands, tenements and hereditaments hereinafter by him covenanted to be ſurrendered. AND WHEREAS the ſaid *Husband* is ſeiſed in fee ſimple of the meſſuages or tenements, lands and hereditaments hereinafter expreſſed to be hereby by him granted and releaſed; *And* is alſo ſeiſed or intereſted in fee ſimple (ſubject to a mortgage ſurrender to A. B. for ſecuring £.1,300 and intereſt, and to another mortgage ſurrender to C. D. and his heirs for ſecuring £.300 and intereſt) of or in the copyhold or cuſtomary meſſuages, tenements, mills, lands and hereditaments hereinafter by him covenanted to be ſurrendered. AND WHEREAS upon the treaty for the ſaid intended marriage, the ſaid *Father and Son* reſpectively agree to convey, ſurrender, and aſſure their ſaid freehold and copyhold, or cuſtomary meſſuages, farms, lands, tenements, and hereditaments, to the ſeveral uſes, upon the ſeveral truſts, and to and for the ſeveral ends, intents and purpoſes, and with, under, and ſubject to the ſeveral powers, proviſoes, limitations, declarations, and agreements hereinafter limited, expreſſed, and declared, of and concerning the ſame reſpectively; *And* the ſaid *Father* alſo agreed to pay off and diſcharge the ſaid principal ſums of £.1,300 and £.300, making together the ſum of £.1,600 now due on the ſaid mortgages to the ſaid A. B. and C. D. as aforeſaid. AND WHEREAS the ſaid *Wife* is entitled to a portion or proviſion under the articles made, previous to and in conſideration of the marriage between her ſaid late father and mother, and by virtue of the wills of her ſaid late father and mother reſpectively, which the ſaid *Husband*, upon the ſolemnization of the ſaid intended marriage, will be entitled to. NOW THIS INDENTURE WITNESSETH, that n conſideration of the ſaid intended marriage, and the fortune of the

Reciting a marriage intended.

That the father of the huſband is ſeiſed of lands, &c.

and of a copyhold eſtate.

That the huſband is ſeiſed of a freehold eſtate,

and of a copyhold eſtate (ſubject to two mortgages).

That the father and ſon agree to convey their ſaid freehold and copyhold eſtates to uſes, &c.

and the father agrees to pay off the ſaid mortgages.

That the lady is entitled to a proviſion under her father and mother's ſettlement, &c. which, upon the marriage, is to become the property of the huſband.

Witneſſeth.

Conſiderations.

the ſaid *Wife*, and in purſuance and performance of the ſaid recited agreement, ſo far as the ſame relates to the ſaid freehold eſtate of the ſaid *Father*: and alſo for and in conſideration of the ſum of 10s. of lawful money of Great Britain, by the ſaid *Truſtees*, to the ſaid *Father* in hand, at or before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof is hereby acknowledged, he, the ſaid *Father*, HATH granted, bargained, ſold, releaſed, and confirmed, and by theſe preſents doth grant, bargain, ſell, releaſe, and confirm unto the ſaid *Truſtees*, (in their actual poſſeſſion, &c.) and to their heirs, ALL AND SINGULAR the freehold meſſuages, lands, tenements, and hereditaments of him the ſaid *Father*, ſituate, lying, and being, or ariſing in or within the aforeſaid pariſhes or places of M. B. and G. or any of them, in the ſaid county of N. and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof and of every part thereof: And all the eſtate, right, title, intereſt, uſe, truſt, property, claim, and demand whatſoever of him the ſaid *Father*, of, in, to or out of the ſame, and every part and parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuages, farms, lands, tenements, and all and ſingular other the hereditaments hereinbefore expreſſed to be hereby granted and releaſed, with their and every of their rights, members, and appurtenances unto the ſaid *Truſtees* and their heirs, TO THE USE of the ſaid *Father* and his heirs, until the ſaid intended marriage ſhall be had and ſolemnized; and from and after the ſolemnization thereof, to the ſeveral uſes, upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and with, under, and ſubject to the ſeveral powers, proviſoes, limitations, declarations, and agreements, hereinafter limited, expreſſed and declared, of and concerning the ſame. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and of the ſaid fortune of the ſaid *inteuded Wife*, and in purſuance and performance of the ſaid recited agreement, ſo far as the ſame relates to the freehold eſtate of the ſaid *Husband*; *and alſo* for and in conſideration of the ſum of 10s. of lawful money of Great Britain, by the ſaid *Truſtees*, to the ſaid *Husband* in hand, at or before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof is hereby acknowledged; he, the ſaid *Husband*, HATH grant-bargained, ſold, releaſed, and confirmed, and by theſe preſents

Habendum.

To the uſe of father till marriage.

Further witneſſeth.

Conſiderations.

ſents DOTH grant, bargain, ſell, releaſe, and confirm unto the ſaid *Truſtees*, (in their actual poſſeſſion, &c.) and to their heirs, ALL AND SINGULAR the freehold meſſuages, lands, tenements, and hereditaments of him the ſaid *Husband*, in the ſaid pariſhes or places of C. and G. or either of them, in the ſaid county of N. and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, and of every part thereof. And all the eſtate, right, title, intereſt, uſe, truſt, property, claim, and demand whatſoever of him the ſaid *Husband*, of, in, to, or out of the ſame, every or any part or parcel thereof, TO HAVE AND TO HOLD the ſaid meſſuages or tenements, lands and all and ſingular other the hereditaments laſt hereinbefore expreſſed to be hereby granted and releaſed, with their and every of their rights, members, and appurtenances unto the ſaid *Truſtees*, TO THE USE of the ſaid *Husband* and his heirs, until the ſaid intended marriage ſhall be had and ſolemnized; and from and after the ſolemnization thereof to the ſeveral uſes, upon the ſeveral truſts, to and for the ſeveral ends, intents, and purpoſes, and with, under, and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter limited, expreſſed, and declared of and concerning the ſame: AND

As to the whole of both the ſaid freehold eſtates after the marriage.

AS TO, FOR, AND CONCERNING all and ſingular the aforeſaid meſſuages, farms, lands, tenements, and hereditaments, firſtly and ſecondly hereinbefore expreſſed to be hereby granted and releaſed, from and immediately after the ſolemnization of the ſaid intended marriage,

To the uſe of the huſband for life.

TO THE USE of the ſaid *Husband* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after

Truſtees to preſerve.

the determination of that eſtate, by forfeiture or otherwiſe, in his life-time, TO THE USE of the ſaid *Truſtees* and their heirs, during the natural life of the ſaid *Husband*, UPON TRUST, to ſupport and preſerve the contingent uſes and eſtates hereinafter limited, from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions, as occaſion may require; *but nevertheleſs* to permit and ſuffer the ſaid *Husband* and his aſſigns, during his natural life, to receive and take the rents, iſſues, and profits of the ſaid meſſuages, farms, lands, tenements, and hereditaments, and of every part and parcel thereof, to and for his and their own uſe and benefit; and from and after the deceaſe of him the ſaid *Husband*, then to the

uſe

uſe of the ſaid *Wife* and her aſſigns for and during the term of her natural life without impeachment of or for any manner of waſte in full for her jointure, and in liue, bar, and ſatiſfaction of and for all dower and thirds, at common law or by cuſtom, which ſhe may, can, or ſhall have, or claim of, in, to, or out of all and every, or any the freehold and copyhold, or cuſtomary meſſuages, farms, lands, tenements, and hereditaments, whereof the ſaid *Husband*, her intended huſband now is, or at any time hereafter, during the intended coverture between them, ſhall be ſeiſed for any eſtate of inheritance; and immediately from and after the deceaſe of the ſaid *Wife*, AS TO, FOR, AND CONCERNING all and ſingular the aforeſaid meſſuages or tenements, lands, and hereditaments hereinbefore expreſſed to be ſituate, lying, and being in C. in the ſaid county of N. with their and every of their rights, members, and appurtenances, (being part of the hereditaments ſecondly hereinbefore expreſſed to be hereby granted and releaſed) TO THE USE of the ſaid *other Truſtees*, their executors, adminiſtrators, and aſſigns, for and during, and unto the full end and term of five hundred years from thence next enſuing, and fully to be compleat and ended, without impeachment of or for any manner of waſte, upon the truſts, for the intents and purpoſes, and under and ſubject to the proviſoes, conditions, and agreements hereinafter expreſſed and declared of and concerning the ſame; and from and after the end, expiration, or other ſooner determination of the ſaid term of five hundred years, and in the mean time ſubject thereto, and to the truſts thereof, TO THE USE AND BEHOOF of the firſt ſon of the body of the ſaid *Husband*, on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch firſt ſon iſſuing, and for default of ſuch iſſue, TO THE USE AND BEHOOF of the ſecond, third, fourth, and all and every other ſon and ſons of the body of the ſaid *Husband*, on the body of the ſaid wife to be begotten ſeverally, ſucceſſively, and in remainder, one after another, as they and every of them ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing, the elder of ſuch ſons and the heirs of his body iſſuing, being always to be preferred, and to take before the younger of ſuch ſons and the heirs of his and their body and reſpective bodies iſſuing; and for default of ſuch iſſue, TO THE USE of all and every

To the wife for life, in bar of dower,

as to all the aforeſaid premiſes in —— to the uſe of other truſtees upon truſts aftermentioned, for a term of 500 years,

and after the determination thereof,

to the uſe of the firſt and other ſons of the marriage, in tail general;

in default of ſuch iſſue,

to the uſe of the daughters of the marriage, as the huſband and wife ſhall, by deed, jointly appoint.

every or ſuch one or more daughter or daughters, of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, for ſuch eſtate and eſtates, in ſuch parts, ſhares, and portions, and with ſuch limitations over, and charged and chargeable with ſuch annual or groſs ſums, (ſuch limitations over and charges to be for the benefit of ſome or one of the ſame daughters) and in ſuch manner and form as the ſaid *Husband and Wife*, by any deed or deeds, writing or writings, with or without power of revocation, to be by both of them ſealed and delivered in the preſence of two or more credible witneſſes, ſhall together, during their joint lives, direct, limit, or appoint: AND in default of ſuch direction, limitation, or appointment, and as to ſuch part or parts thereof, whereof there ſhall be no ſuch direction, limitation, or appointment; and in caſe any ſuch ſhall be made, then, when and as the eſtates and intereſts thereby directed, limited, and appointed, ſhall reſpectively end and determine, TO THE USE of all and every, or ſuch one or more daughter or daughters, of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, for ſuch eſtate and eſtates, in ſuch parts, ſhares, and portions, and with ſuch limitations over, and charged and chargeable with ſuch annual or groſs ſums, (ſuch limitations over and charges to be for the benefit of ſome or one of the ſame daughters) and in ſuch manner and form as the ſurvivor of them, the ſaid *Husband and Wife*, after the death of the other of them, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her ſealed and delivered in the preſence of two or more credible witneſſes, or by his or her laſt will and teſtament in writing, or any codicil or codicils thereto, or any writing or writings purporting to be or in the nature of his or her laſt will and teſtament, or codicil or codicils, to be by him or her ſigned and publiſhed in the preſence of, and atteſted by three or more credible witneſſes, ſhall direct, limit or appoint; AND in default of ſuch direction, limitation, or appointment, and as to ſuch part or parts thereof, whereof there ſhall be no ſuch direction or appointment; and in caſe any ſuch ſhall be made, then, when and as the eſtates and intereſts thereby directed, limited, and appointed, ſhall reſpectively end and determine, TO THE USE of all and every the daughter and daughters of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, equally to be divided between them,

In default of appointment, as the ſurvivor of huſband and wife, by deed or will, ſhall appoint.

In default, &c.

to the uſe of the daughters equally, with benefit of ſurvivorſhip, in the event of failure of iſſue of any of their bodies,

them, (if more than one) ſhare and ſhare alike, and they to take ſeverally, as tenants in common, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch daughter and daughters iſſuing; and in caſe there ſhall be a failure of iſſue of the body or bodies of any of the ſaid daughters, then as to the part or parts of ſuch of them, whoſe iſſue ſhall ſo fail, TO THE USE OF the ſurvivors or ſurvivor, or others or other of them, equally to be divided between or amongſt them, (if more than one) ſhare and ſhare alike, and they to take ſeverally as tenants in common and of the ſeveral and reſpective heirs of the body and bodies of ſuch ſurviving or other daughters or daughter iſſuing; and if all ſuch daughters, but one, ſhall die without iſſue, or there ſhall be but one ſuch daughter, THEN TO THE USE of ſuch only ſurviving or only daughter, and of the heirs of her body iſſuing; and for default of ſuch iſſue, TO THE USE of the ſurvivor of them, the ſaid *Son and Father*, his heirs and aſſigns; and from and immediately after the deceaſe of the ſurvivor of them, the ſaid *Husband and Wife*, AS TO, FOR, AND CONCERNING the ſaid meſſuages, farms, lands, tenements, and hereditaments hereinbefore expreſſed, to be ſituate, lying, and being in M. B. and G. in the ſaid county of N. with their and every of their rights, members, and appurtenances, and all other the hereditaments hereby granted and releaſed, (other than and except the ſaid meſſuage or tenement, lands, and hereditaments in C. in the ſaid county of N.) TO THE USE of the ſaid *Termors*, their executors, adminiſtrators, and aſſigns, for and during, and unto the full end and term of ſix hundred years, from thence next enſuing, and fully to be compleat and ended without impeachment of or for any manner of waſte, UPON THE SEVERAL TRUSTS, and to and for the ſeveral ends, intents, and purpoſes, and under and ſubject to the ſeveral proviſoes, conditions, declarations, and agreements hereinafter expreſſed and declared, of and concerning the ſame; and from and after the end, expiration, or other ſooner determination of the ſaid term of ſix hundred years, and in the mean time ſubject thereto, and to the truſts thereof, TO THE USE AND BEHOOF of the ſecond ſon of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and of the heirs of the body of ſuch ſecond ſon, lawfully iſſuing; and for default of ſuch iſſue, then TO THE USE and behoof

if all the daughters, but one, ſhall die, to the uſe of ſuch one daughter in tail general;

in default of ſuch iſſue, to the uſe of the ſurvivor of the father and ſon in fee;

and after the death of the ſurvivor of the huſband and wife as to the premiſes in M. B. and G. and all other the premiſes conveyed.

(Exception.)

To the uſe of the laſt mentioned Truſtees for 600 years, upon truſts aftermentioned;

and after the determination thereof,

to the uſe of the ſecond ſon of the marriage in tail general;

in default,

to the uſe of the 3d, 4th, 5th, and other ſons of the marriage (except the firſt ſon) in tail general;

of the third, fourth, fifth, and all and every other the ſon and ſons (other than and except the firſt ſon) of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten ſeverally, ſucceſſively, and in remainder, as they and every of them, ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch ſon and ſons (other than and except the firſt ſon) iſſuing, the elder of ſuch ſons, and the heirs of his body iſſuing, being always to be preferred, and to take before the younger of ſuch ſons, and the heirs of his and their body and reſpective bodies iſſuing; and for default of ſuch iſſue, TO THE USE and behoof of the firſt or only ſon of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, and of the heirs of the body of ſuch firſt or only ſon iſſuing; and for default of ſuch iſſue, TO AND FOR ſuch and the ſame uſes, ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, limitations, and appointments as are hereinbefore limited, expreſſed, and declared, of and concerning the aforeſaid meſſuage or tenement, lands and hereditaments in C. in the ſaid county of N. with their appurtenances ſubſequent to the aforeſaid limitations thereof to the firſt and other ſons of the ſaid intended marriage ſucceſſively, and the heirs of their ſeveral and reſpective bodies. PROVIDED ALWAYS, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that in caſe the ſecond, third, fourth, or any other ſon or ſons (ſave and except the youngeſt ſon) of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, or the heir or heirs of the body or bodies of ſuch ſecond, third, fourth, or other ſon or ſons, (except the youngeſt ſon) ſhall, by the death and failure of iſſue of the firſt or any other ſon or ſons of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, be, or become intitled to be, in the actual poſſeſſion, or in the receipt of the rents and profits of the ſaid meſſuage or tenement, lands, and hereditaments in C. aforeſaid, in virtue of the limitations thereof hereinbefore contained; then, and in every ſuch caſe, the uſe and eſtate of and in the aforeſaid meſſuages, farms, lands, tenements, and hereditaments, in M. B. and G. hereinbefore limited to or intended for ſuch ſon or ſons, (ſave and except the youngeſt ſon) or the heir or heirs of his or their body or bodies, who ſhall or may ſo reſpectively happen to become intitled

in default, to the uſe of the firſt ſon in tail;

in default, to the ſame uſes as the premiſes in C. ſubſequent to the aforeſaid limitations thereof.

Proviſo, that if any ſon (except the youngeſt) ſhall become entitled to the premiſes in C. the intereſt of ſuch ſon (ſo becoming entitled) in the premiſes in M. B. and G. ſhall ceaſe, and thoſe premiſes laſt mentioned, ſhall go over to the next in remainder (except the youngeſt ſon.)

intitled to the ſaid meſſuage or tenement, lands and hereditaments in C. ſhall, from thenceforth, ceaſe, determine, and become void, to all intents and purpoſes, as if ſuch ſon or ſons, or his or their iſſue reſpectively, becoming intitled as aforeſaid, was or were reſpectively dead without iſſue, and then and in ſuch caſe, and ſo often as the ſame ſhall happen, the ſaid meſſuages, farms, lands, tenements, and hereditaments in M. B. and G. aforeſaid, ſhall go over and remain unto, and for the benefit of the perſon and perſons, who, by virtue of theſe preſents, and according to the true intent and meaning thereof, would be next intitled to take and enjoy the ſaid hereditaments laſt mentioned, in caſe ſuch ſon or ſons of the ſaid *Huſband and Wife*, (other than and except a youngeſt ſon) or his or their reſpective iſſue, ſo as aforeſaid becoming intitled to the ſaid meſſuage or tenement, lands, and hereditaments in C. was or were reſpectively dead without iſſue, any thing hereinbefore contained to the contrary thereof in any wiſe notwithſtanding. AND AS TO, FOR, AND CONCERNING the ſaid term of five hundred years hereinbefore limited to the ſaid *Termors*, their executors, adminiſtrators, and aſſigns, it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſame is ſo limited to them upon the truſts, and for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſoes, conditions, declarations, and agreements hereinafter mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) in caſe there ſhall be iſſue of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, an only ſon, and one or more daughter or daughters, or two ſons, and one or more other child or children, whether born in the life-time of the ſaid *Huſband*, or after his deceaſe, THEN UPON TRUST, that they the ſaid *Termors*, or the ſurvivors or ſurvivor of them, his executors, adminiſtrators or aſſigns, do and ſhall, after the deceaſe of the ſurvivor of them the ſaid *Huſband and Wife*, by demiſe, ſale, or mortgage of the ſaid meſſuages or tenements, lands and hereditaments compriſed in the ſaid term of five hundred years, or of a competent part thereof, for all or any part of the ſame term, or by ſuch other ways and means as they the ſaid *Termors*, or the ſurvivors or ſurvivor of them, his executors, adminiſtrators, or aſſigns, ſhall think fit, raiſe and levy, or borrow and take up at intereſt the ſum of £.1000 of lawful money of Great Britain, for or towards the portion

The truſts of the 500 years term are declared to be

If there be iſſue an only ſon, and one or more daughters, or two ſons, and one or more other children, the truſtees, by demiſe, ſale, or mortgage, after the death of the ſurvivor of the huſband and wife, to raiſe 1000l. for the portion of ſuch children, (except an only ſon, or an eldeſt and a ſecond ſon) and pay the ſame to ſuch child or children as huſband and wife — by deed jointly — or as the ſurvivor by deed or will, ſhall appoint.

tion or portions of ſuch one or more child or children, (other than and except an only ſon or an eldeſt and a ſecond ſon) and do and ſhall pay, apply, and diſpoſe of the ſaid ſum of £1000 unto and amongſt all and every, or ſuch one or more of the ſame children, (other than and except an only ſon or an eldeſt and a ſecond ſon) at ſuch age or ages, days or times, in ſuch parts, ſhares, and proportions, and with ſuch ſum or ſums of money for maintenance, and ſubject to ſuch proviſoes and limitations over (ſuch limitations over to be for the benefit of ſome or one of the ſame children) and in ſuch manner and form as they the ſaid *Husband and Wife*, at any time or times, during their joint lives, by any deed or deeds, writing or writings, with or without power of revocation, to be by both of them ſealed and delivered in the preſence of two or more credible witneſſes, or as the ſurvivor of them the ſaid *Husband and Wife*, after the death of the other of them, by any deed or deeds, writing or writings, with or without power of revocation, to be by him or her ſealed and delivered in the preſence of two or more credible witneſſes, or by his, or her laſt will and teſtament in writing, or any codicil thereto, or any writing or writings purporting to be or in the nature of his or her laſt will and teſtament, or codicil to be by him or her ſigned and publiſhed in the preſence of and atteſted by the like number of witneſſes, ſhall direct or appoint; and in default of ſuch direction or appointment, then do and ſhall pay, apply and diſpoſe of the ſame ſum of £.1000 unto or between and amongſt ſuch children (other than and except an only ſon, or an eldeſt and a ſecond ſon) equally, if more than one, ſhare and ſhare alike; and if there be but one ſuch child, (other than and except as aforeſaid) then the whole to ſuch one child; and in caſe there ſhall not be any ſuch direction made as hereinbefore is mentioned, of and concerning the ſaid portion or portions hereby provided for ſuch child or children, (other than and except as aforeſaid) then the ſaid portion and portions to belong to and be an intereſt veſted in ſuch child and children reſpectively, for whom a portion or portions is or are hereby intended and provided as aforeſaid, being a ſon or ſons, at his or their age or reſpective ages of 21 years, or being a daughter or daughters at her or their age or reſpective ages of 21 years, or day or reſpective days of marriage which ſhall firſt happen: *But nevertheleſs* to be paid and payable at the reſpective times hereinafter-mentioned,

and in default, to all equally; if but one ſuch child, the whole to ſuch one child.

If no appointment thereof is made, the portions of ſuch children reſpectively to be veſted intereſts in them, the ſons at 21, and the daughters at 21 or marriage.

The portions of ſuch of the ſons as ſhall be under

tioned, (that is to ſay) the portion or portions of ſuch child or children, being a ſon or ſons, to be paid to ſuch of them as ſhall be under the age of twenty-one years at the death of the ſurvivor of them the ſaid *Huſband and Wife*, when and as they ſhall reſpectively attain the ſaid age of twenty-one: And to ſuch of them as ſhall attain the age of twenty-one years in the life-time of the ſaid *Huſband and Wife*, or the ſurvivor of them, at the end of ſix calendar months next after the deceaſe of ſuch ſurvivor, with intereſt for the ſame from that time, after the rate of 4 per cent. per annum; and the portion and portions of ſuch of the ſaid children as ſhall be a daughter or daughters, to be paid to ſuch of them as ſhall be under the age of twenty-one years and unmarried at the time of the death of the ſurvivor of them the ſaid *Huſband and Wife*, when and as they ſhall reſpectively attain the ſaid age of twenty-one years or be married which ſhall firſt happen, and to ſuch of them as ſhall attain the age of twenty-one years or be married in the life-time of them the ſaid *Huſband and Wife*, or the ſurvivor of them, at the end of ſix calendar months next after the deceaſe of ſuch ſurvivor, with intereſt for the ſame from that time, after the rate aforeſaid. AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators, and aſſigns, in the mean time, from and after the deceaſe of the ſurvivor of them the ſaid *Huſband and Wife*, and until the aforeſaid portion or portions hereby provided for ſuch child or children ſhall become payable reſpectively as aforeſaid, do and ſhall (but ſubject and without prejudice to and in default of ſuch direction and appointment as aforeſaid) by and out of the rents, iſſues, and profits of the ſaid meſſuages, lands, and hereditaments compriſed in the ſaid term of five hundred years, receive, take, levy, and raiſe, for the maintenance and education of the ſame child or children reſpectively, ſuch yearly ſum or ſums of money as to them the ſaid *Truſtees*, reſpectively ſhall ſeem meet, not exceeding the intereſt on the ſame portion or portions reſpectively, at and after the rate of 4 per cent. per annum: *And* do and ſhall pay the ſame ſum or ſums ſo to be raiſed unto the guardian or guardians of the ſame chlid or children, to be by them applied in, for, and towards the maintenance and education of the ſame child or children reſpectively; the ſaid

21 at the death of the ſurvivor of huſband and wife to be paid as they reſpectively attain 21;

and of ſuch of the ſons who ſhall attain 21 before that period to be paid in ſix months from the death of the ſurvivor with intereſt at 4 per cent. The portions of the daughters to be paid in the ſame manner with the like intereſt.

Until the reſpective portions ſhall become payable, the truſtees to raiſe ſums for maintenance, not exceeding the intereſt of ſuch portions, at 4 per cent. and pay the ſame to the guardians of the children.

yearly ſum or ſums for maintenance and education, to be paid half-yearly, at or upon the 25th day of March and the 29th day of September in every year, by equal portions; the firſt payment thereof to be made on ſuch of the ſaid days as ſhall firſt and next happen after the deceaſe of the ſurvivor of them the ſaid *Huſband and Wife*.

Proviſo for ſurvivorſhip.

PROVIDED ALWAYS, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that if any ſuch child for whom a portion is hereby intended and provided as aforeſaid, being a daughter, ſhall happen to die before ſhe ſhall attain her age of twenty-one years or be married, or if any ſuch child, being a ſon, ſhall happen to die, or become an eldeſt or only ſon, or a ſecond ſon, and as ſuch ſhall be in poſſeſſion, or become entitled to the rents, iſſues, and profits of all or any part of the meſſuages, farms, lands, tenements, and hereditaments reſpectively hereinbefore expreſſed to be hereby granted and releaſed in virtue of the limitations of the ſame hereditaments reſpectively hereinbefore contained, befor he ſhall attain his age of twenty-one years, then the portion or ſum of money hereby provided for every ſuch daughter ſo dying, and not being married as aforeſaid, and of every ſuch ſon ſo dying, or becoming an eldeſt or only ſon or a ſecond ſon, and as ſuch in poſſeſſion or entitled as aforeſaid, (other than what ſhall or may then have been actually raiſed, applied, and paid for the advancement of any ſuch ſon or ſons as hereinafter is mentioned, (ſhall from time to time go and accrue to the ſurvivors or ſurvivor and others or other of the ſaid children for whom a portion or portions is, or are hereby intended and provided as aforeſaid, and ſhall be equally divided between or amongſt ſuch ſurvivors and others of them, (if more than one, ſhare and ſhare alike; and the ſame ſhall become veſted intereſts, and be paid and payable to him, her, or them, at ſuch reſpective days and times, and ſhall go in the ſame manner as is hereby directed, provided, and declared, touching his, her, or their original portion or portions reſpectively, and ſuch benefit of ſurvivorſhip or accruer ſhall extend as well to the ſurviving or accruing, as to the original ſhares,

No ſale or mortgage to be made without the conſent of the huſband and wife, or of the ſurvivor of them, until the portions become payable.

PROVIDED ALWAYS, that no ſuch ſale or mortgage as is laſt hereinbefore mentioned ſhall be made until ſome or one of the ſaid portions ſhall become payable by virtue of theſe preſents, unleſs with the conſent of the ſaid *Huſband and Wife*, or of the ſurvivor

vor of them, teſtified by ſome writing under their, his, or her hands or hand for that purpoſe. PROVIDED ALWAYS, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Termors*, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators, and aſſigns, at any time after the deceaſe of the ſurvivor of them the ſaid *Huſband and Wife*, (but ſubject and without prejudice to and in default of any ſuch direction or appointment as aforeſaid) from time to time, by the ways and means aforeſaid, to raiſe all or any part of the portion or portions hereby intended and provided for any ſuch child or children as aforeſaid, being a ſon or ſons, and to apply the ſame for the placing out ſuch ſon or ſons in any profeſſion, buſineſs, or employment, or for his or their inſtruction therein, or otherwiſe for his or their advancement or benefit, notwithſtanding his or their portion or portions ſhall not have become veſted, due, or payable. PROVIDED ALSO, and it is hereby further declared and agreed, by and between the ſaid parties to theſe preſents, that they the ſaid *Termors*, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators and aſſigns, do and ſhall permit and ſuffer the perſon or perſons who ſhall or may for the time being be entitled to the immediate reverſion or remainder of the ſaid hereditaments and premiſes expectant upon the determination of the ſaid term of five hundred years, until ſome or one of the portions hereby directed to be raiſed as aforeſaid ſhall become due and payable by virtue of the truſts aforeſaid, to receive and take the reſidue and overplus of the rents, iſſues, and profits of the ſame hereditaments and premiſes, which ſhall remain after payment of ſuch yearly ſum or ſums of money as are hereinbefore directed to be raiſed and paid for the maintenance and education of ſuch child or children reſpectively as aforeſaid. PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that when all and every the truſts hereinbefore declared of and concerning the ſaid term of five hundred years ſhall be fully performed and ſatisfied, or ſhall be diſcharged, either by becoming unneceſſary or incapable of being performed; and when the ſaid *Termors* and each of them, their and each of their executors, adminiſtrators, and aſſigns ſhall be fully reimburſed and ſatisfied all coſts, charges, and expences

Power for the truſtees to advance the ſums to the extent of their portions.

and to permit the next in remainder to take the ſurplus of the rents, &c. until the portions become payable.

Proviſo for determining the term of 500 years.

ces occaſioned by or relating to the truſts of the ſaid term of five hundred years, and which they are hereby reſpectively authoriſed and impowered to levy and raiſe, by all or any of the ways and means aforeſaid, and to retain accordingly; then and from thenceforth, the ſaid term of five hundred years, of and in the ſaid hereditaments and premiſes therein compriſed, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, any thing hereinbefore, &c. AND AS TO, FOR, AND CONCERNING the ſaid term of ſix hundred years herein before limited to the ſaid *Termors*, their executors, adminiſtrators, and aſſigns, it is hereby declared and agreed, by and between all the ſaid parties to theſe preſents, that the ſame is ſo limited to them, upon the truſts, for the ends, intents, and purpoſes, and under and ſubject to the powers, proviſoes, conditions, declarations, and agreements hereinafter mentioned, expreſſed, and declared of and concerning the ſame, (that is to ſay) in caſe there ſhall be iſſue of the body of the ſaid *Huſband* on the ſaid *Wife* to be begotten, an only ſon and one or more daughter or daughters, or two ſons and one or more other child or children, whether born in the life-time of the ſaid *Husband*, or after his deceaſe, THEN UPON TRUST, that they the ſaid *Termors*, the ſurvivors or ſurvivor of them, his executors, adminiſtrators or aſſigns do and ſhall, after the deceaſe of the ſurvivor of them the ſaid *Husband and Wife*, by demiſe, ſale or mortgage of the ſaid meſſuages, farms, lands, tenements, and hereditaments compriſed in the ſaid term of ſix hundred years, or of a competent part thereof for all or any part of the ſame term, or by ſuch other ways and means as they the ſaid *Termors* or the ſurvivors or ſurvivor of them, his executors, adminiſtrators, or aſſigns ſhall think fit, raiſe and levy or borrow and take up at intereſt for the additional portion or portions of ſuch child or children (not being an eldeſt or only ſon, or a ſecond ſon, as the caſe ſhall happen) the ſum of £.1000 of lawful money of Great Britain, over and beſides the like ſum of £.1000 hereinbefore provided and directed to be raiſed, for or towards the portion or portions of the ſame child or children, under and by virtue of the ſaid term of five hundred years as aforeſaid; and the ſaid ſum of £.1000 laſt hereby directed to be raiſed for the additional portion or portions of ſuch child or children, (not being an eldeſt or

The truſts of the 600 years term are declared to be

in caſe there ſhall be iſſue of the marriage, an only ſon, and one or more daughters, or two ſons, and one or more other children as before. The truſtees to raiſe in like manner an additional ſum of 1000l. for ſuch child or children, which additional ſum is to be ſubject to the ſame appointment, &c. as the ſame ſum of 1000l. directed to be raiſed under the 500 years term.

or only ſon, or a ſecond ſon) ſhall be ſubject to ſuch and the ſame direction and appointment, by the ſaid *Husband* and *Wife*, and the ſurvivor of them; and in default of ſuch direction and appointment, ſhall be paid to and veſt in the ſame child or children, at ſuch and the ſame time or times, with ſuch and the ſame ſums of money for maintenance and education, and with ſuch and the ſame benefit of ſurvivorſhip and accruer, and with ſuch power of advancement, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, and agreements as are hereinbefore mentioned, limited, expreſſed, and declared of and concerning the ſaid ſum of £.1000 hereinbefore provided for or towards the portion or portions of the ſame child or children reſpectively, under and by virtue of the truſts of the ſaid term of five hundred years as aforeſaid: PROVIDED ALWAYS, that no ſuch ſale or mortgage, as is laſt hereinbefore mentioned, ſhall be made until ſome or one of the ſaid additional portions ſhall become payable, by virtue of theſe preſents, unleſs with the conſent of the ſaid *Husband* and *Wife*, or of the ſurvivor of them, teſtified by ſome writing under their, his, or her hands or hand for that purpoſe. PROVIDED ALSO, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, that they the ſaid *Termors*, and the ſurvivors and ſurvivor of them, his executors, adminiſtrators, and aſſigns, do and ſhall permit and ſuffer the perſon or perſons who ſhall or may from time to time be entitled to the immediate reverſion or remainder of the ſaid hereditaments and premiſes compriſed in the ſaid term of ſix hundred years expectant upon the determination thereof, until ſome or one of the portions laſt hereby directed to be raiſed as aforeſaid, ſhall become due and payable, to receive and take the reſidue and ſurplus of the rents, iſſues, and profits of the ſame hereditaments and premiſes which ſhall remain after payment of ſuch yearly ſum or ſums of money as are laſt hereinbefore directed to be raiſed and paid for the maintenance and education of ſuch child and children reſpectively as aforeſaid. PROVIDED ALSO, and it is hereby further declared and agreed, that when all and every the truſts hereinbefore declared or referred to, of and concerning the ſame term of ſix hundred years ſhall be fully performed and ſatisfied, or ſhall be diſcharged either by becoming unneceſſary or incapable of being performed; and when the ſaid *Termors* and each of them, their and each of their executors,

No ſale to be made until the portions become payable unleſs with the conſent of the huſband and wife or of the ſurvivor of them.

Truſtees to permit the next in remainder to receive the ſurplus of the rents until the portions become payable.

Proviſo for determining the term of 600 years

ecutors, adminiſtrators, and aſſigns, ſhall be fully reimburſed and ſatisfied all coſts, charges, and expences occaſioned by or relating to the truſts of the ſaid term of ſix hundred years, and which they are hereby reſpectively authoriſed and empowered to levy and raiſe, by all or any of the ways and means aforeſaid, and to retain accordingly, then and from thenceforth the ſaid term of ſix hundred years of and in the ſaid hereditaments and premiſes therein compriſed, or ſo much thereof as ſhall remain unſold or undiſpoſed of for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and of all and ſingular other the premiſes; and in purſuance of the ſaid recited agreement relating to the ſaid copyhold eſtate of the ſaid *Huſband*, he the ſaid *Husband*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby promiſe and agree with the ſaid *Truſtees*, and their heirs, *That* in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Husband*, or his heirs, ſhall and will, at his or their own coſts and charges, as ſoon as conveniently may be after the ſolemnization of the ſaid intended marriage, ſurrender and aſſure into the hands of the lord of the manor next hereinafter mentiontioned, according to the cuſtom of the ſame manor, ALL AND SINGULAR the copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments, of him the ſaid *Huſband*, ſituate within or holden of the ſaid manor of C. to the ſeveral uſes, truſts, intents, and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter limited, expreſſed, and declared, or referred to of and concerning the ſame (that is to ſay) TO THE USE of him the ſaid *Husband* and his aſſigns, during his natural life; and from and after his deceaſe *then* to the uſe of the ſaid *Wife*, and her aſſigns for her life. *And* from and after the deceaſe, THEN TO THE USE of the ſaid *Truſtees*, their heirs and aſſigns for ever UPON TRUST, that in caſe there ſhall be iſſue of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, an only ſon, and one or more daughter or daughters, or two ſons, and one or more other child or children, then that they the ſaid *Truſtees*, or their heirs or aſſigns do and ſhall by ſale or mortgage of the ſaid copyhold premiſes hereby covenanted to be ſurrendered as aforeſaid, or any part

The huſband covenants to ſurrender his copyhold eſtate in C. to the uſes after mentioned.

To the uſe of the Huſband for life.

The wife for life.

To truſtees in fee, upon truſt, in the ſame events as before provided as to the iſſue of the marriage, to be auxiliary to the freehold premiſes compriſed in the ſaid term of 500 years, in raiſing the 1000l.

part thereof, or by and out of the rents and profits thereof, raiſe and levy, or borrow and take up at intereſt ſo much and ſuch part or parts of the ſum of £.1000 herein-before provided, under the truſts of the ſaid term of 500 years, for or towards the portion or portions of the ſaid child or children (other than and except an eldeſt or only ſon, and a ſecond ſon) and the intereſt and maintenance in reſpect thereof, as the freehold premiſes compriſed in the ſaid term of 500 years ſhall be deficient in raiſing, or ſhall not be raiſed under the truſts of the ſame term, which part or parts of the ſaid ſum of £.1000, ſo to be raiſed by and out of the ſaid copyhold hereditaments hereby covenanted to be ſurrendered as aforeſaid, for making up the portion or portions of ſuch child or children (not being an eldeſt or only ſon or a ſecond ſon) ſhall be ſubject to ſuch and the ſame direction and appointment by the ſaid *Huſband and Wife*, and the ſurvivor of them; and in default of ſuch direction and appointment ſhall be paid to and veſt in the ſame child or children at ſuch and the ſame time or times, with ſuch and the ſame ſum of money for maintenance and education, and with ſuch and the ſame benefit of ſurvivorſhip and accruer, and with ſuch power of advancement, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, and agreements as are hereinbefore mentioned, limited, expreſſed, and declared, of and concerning the ſaid ſum of £.1000 hereinbefore provided for or towards the portion or portions of the ſame child or children reſpectively, under and by virtue of the truſts of the ſaid term of 500 years as aforeſaid, and after the raiſing and payment of the ſaid ſum or ſums of money hereinbefore provided to be raiſed out of the ſaid copyhold meſſuages, lands, tenements, and hereditaments, hereby covenanted to be ſurrendered as aforeſaid, UPON TRUST, that they the ſaid *Truſtees*, their heirs and aſſigns do and ſhall ſettle, ſurrender, and aſſure the ſame copyhold or cuſtomary meſſuages, lands, tenements and hereditaments, or ſo much thereof as ſhall not be ſold or diſpoſed of for the purpoſes aforeſaid, TO THE USE of the firſt and other ſons of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch firſt ſon iſſuing; and for default of ſuch iſſue, to and for ſuch and the ſame uſes, ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, limitations, and appointments as are hereinbefore limited, expreſſed, and declared of

directed to be raiſed under the truſts of that term; and to be ſubject to the ſame appointment, &c.

and after raiſing eventually ſaid ſum,

the truſtees to ſurrender the ſaid copyhold eſtate

to the uſe of the firſt and other ſons of the marriage in tail general.

In default of ſuch iſſue, to the ſame uſes, &c. as the ſaid freehold eſtate in C. ſubſequent to the aforeſaid limitation

thereof, to the uſe of the firſt ſon of the marriage in tail general.

of and concerning the aforeſaid freehold, meſſuage, or tenement, lands, and hereditaments in C. in the ſaid county of N. with their appurtenances, ſubſequent to the aforeſaid limitation thereof, to the uſe of the firſt ſon of the ſaid intended marriage, and the heirs of his body: AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, their heirs or aſſigns, do and ſhall in the mean time, from and after the death of the ſurvivor of them the ſaid *Huſband and Wife*, and until ſuch ſurrender or ſettlement ſhall be made by them the ſaid *Truſtees*, their heirs or aſſigns as aforeſaid, permit and ſuffer the ſurplus of the rents and profits of the ſaid copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments hereinbefore covenanted to be ſurrendered, which ſhall from time to time remain after payment of what ſhall become due for maintenance under the truſts hereinbefore declared reſpecting the ſame copyhold premiſes, and for the intereſt of any monies to be raiſed by mortgage thereof as aforeſaid, to be received and taken by ſuch perſon or perſons as would be in, or be entitled to the poſſeſſion of the ſame copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments, or ſome part or parts thereof, in caſe the ſame were ſurrendered and aſſured by the ſaid *Truſtees*, their heirs or aſſigns, in manner hereinbefore directed. AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and of all and ſingular other the premiſes; and in purſuance of the ſaid recited agreement relating to the aforeſaid copyhold or cuſtomary eſtate of the ſaid *Father*, he the ſaid *Father*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant and agree with the ſaid *Truſtees* and their heirs, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Father* or his heirs, ſhall and will, at his or their own coſts and charges, as ſoon as conveniently may be after the ſolemnization thereof, ſurrender and aſſure into the hands of the lords of the reſpective manors next hereinafter mentioned, according to the cuſtom of the ſame manors, ALL AND SINGULAR the copyhold and cuſtomary meſſuages, lands, tenements, and hereditaments of him the ſaid *Father*, ſituate within or holden of the manors of G. K. with D. T. and W. or any of them, to and for and upon the ſeveral uſes, truſts, intents, and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, declarations, and agreements hereinafter limited, expreſſed, and

Further truſt, that after the death of the ſurvivor of the huſband and wife, and until ſuch ſurrender as aforeſaid, the truſtees permit the perſon intitled to the poſſeſſion of the ſaid copyhold eſtate to receive the ſurplus of the rents, &c.

Covenant from father to ſurrender other copyhold premiſes.

and declared of and concerning the ſame, (that is to ſay,) TO THE USE of him the ſaid *Father* and his aſſigns for and during the joint lives of himſelf and of the ſaid *Husband and Wife*, and of the ſurvivor of them the ſaid *Husband* and *Wife* * but nevertheleſs in truſt for the ſaid *Huſband* and his aſſigns, during the joint lives of himſelf and the ſaid *Father*, and from and after the death of the ſaid *Husband*, in caſe the ſame ſhall happen during the joint lives of the ſaid *Father* and *Wife*, THEN IN TRUST for the ſaid *Wife* and her aſſigns during the joint lives of herſelf and of the ſaid *Father*, and from and after the death of the ſaid *Father*, THEN TO THE USE of the ſaid *Huſband* and his aſſigns during his natural life, and from and after his deceaſe, THEN TO THE USE of the ſaid *Wife* and her aſſigns for her life, and from and after the deceaſe of the ſurvivor of them the ſaid *Husband and Wife*, THEN TO THE USE of the ſaid *Truſtees*, their heirs and aſſigns for ever, UPON TRUST, that in caſe there ſhall be iſſue of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, an only ſon, and one or more daughter or daughters, or two ſons and one or more other child or children, THEN that they the ſaid *Truſtees*, or their heirs or aſſigns do and ſhall, by ſale or mortgage of the ſaid copyhold premiſes ſecondly hereinbefore covenanted to be ſurrendered as aforeſaid, or any part thereof, or by and out of the rents and profits thereof, raiſe and levy, or borrow and take up at intereſt ſo much and ſuch part or parts of the ſum of £.1,000 hereinbefore provided under the truſts of the ſaid term of ſix hundred years, for or towards the portion or maintenance of the ſaid child or children, (other than and except an eldeſt or only ſon, and a ſecond ſon,) and the intereſt and maintenance in reſpect thereof, as the freehold premiſes compriſed in the ſaid term of ſix hundred years ſhall be deficient in raiſing, or as ſhall not be raiſed under the truſts of the ſame term; which part or parts of the ſaid ſum of £.1,000 ſo to be raiſed by and out of the ſaid copyhold hereditaments ſecondly hereinbefore covenanted to be ſurrendered as aforeſaid, for making up the portion or portions of ſuch child or children, (not being an eldeſt or only ſon or a ſecond ſon,) ſhall be ſubject to ſuch and the ſame direction and appoint-

To the uſe of himſelf during the lives of himſelf, the huſband and wife, and of the ſurvivor of huſband and wife.

In truſt for the huſband during the joint lives of him and his father, and after the death of the huſband living the wife and his father, in truſt for the wife during the joint lives of her and her huſband's father;

and after the death of the latter, to the uſe of the huſband for life;

the wife for life;

the ſaid truſtees in fee, upon truſt to be auxiliary to the freehold eſtate compriſed in the aforeſaid term of 600 years in raiſing the 1,000l. thereby directed to be raiſed, in the ſame manner as the copy-hold eſtate in C. is before made auxiliary to the freehold eſtate compriſed in the 600 years term.

* This mode is adopted in order to poſtpone the payment of the fines of admiſſion as long as may be.

ment

ment by the ſaid *Huſband and Wife*, and the ſurvivor of them; and in default of ſuch direction and appointment, ſhall be paid to and veſt in the ſame child or children, at ſuch and the ſame time or times, with ſuch and the ſame ſums of money for maintenance and education, and with ſuch and the ſame benefit of ſurvivorſhip and accruer, and with ſuch power of advancement, and under and ſubject to ſuch and the ſame powers, proviſoes, declarations, and agreements as are hereinbefore limited, expreſſed, and declared of and concerning the ſaid ſum of £.1,000 hereinbefore provided for or towards the portion or portions of the ſame child or children reſpectively, under and by virtue of the truſts of the ſaid term of ſix hundred years as aforeſaid; and from and after the raiſing and payment of the ſaid ſum or ſums of money hereby provided to be raiſed out of the ſaid laſt mentioned copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments, UPON TRUST, that they the ſaid *Truſtees*, the heirs or aſſigns, do and ſhall ſurrender and aſſure the ſame copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments, or ſo much thereof as ſhall not be ſold or diſpoſed of for the purpoſes aforeſaid, TO THE USE of the ſecond ſon of the body of the ſaid *Huſband*, on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch ſecond ſon iſſuing; and for default of ſuch iſſue, THEN TO AND FOR ſuch and the ſame uſes, ends, intents, and purpoſes, and under and ſubject to ſuch and the ſame powers, proviſoes, limitations, and appointments as are hereinbefore limited, expreſſed and declared of and concerning the aforeſaid freehold meſſuage or tenement, lands, and hereditaments in M. B. and G. in the ſaid county of N. with their appurtenances, ſubſequent to the aforeſaid limitation thereof, TO THE USE of the ſecond ſon of the ſaid intended marriage, and the heirs of his body, and alſo ſubject to the proviſo hereinafter contained, (that is to ſay) PROVIDED ALSO, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that in caſe the ſecond, third, fourth, or any other ſon or ſons, (ſave and except the youngeſt ſon) of the body of the ſaid *Huſband* on the body of the ſaid *Wife* to be begotten, or the heir or heirs of the body or bodies of ſuch ſecond, third, fourth, or other ſon or ſons, (except the youngeſt ſon,) ſhall by the death and failure of iſſue of the firſt or any other ſon or ſons of the body of the ſaid *Huſband*, on the body of the ſaid *Wife* to be begotten, be or become intitled

and ſubject thereto, upon truſt, to ſurrender the ſaid copyhold eſtate to the uſe of the ſecond ſon of the marriage in tail general:

In default of ſuch iſſue, to the ſame uſes, &c. as the freehold eſtates in M. B. and G. were limited ſubſequent to the limitation thereof to the ſecond ſon of the marriage, in tail general.

Proviſo, that if any ſon (except the youngeſt ſon) ſhall become intitled to the premiſes in C. the intereſt of ſuch ſon, (ſo becoming intitled,) in the premiſes in M. B. and G. ſhall determine, and thoſe premiſes go over to the

intitled to be in the actual poſſeſſion, or in the receipt of the rents and profits of the ſaid copyhold or cuſtomary meſſuages or tenements, mills, lands, and hereditaments in C. aforeſaid, or any part thereof, in virtue of the limitations or truſts thereof hereinbefore contained, *Then*, and in every ſuch caſe, the uſe or truſt, and eſtate of and in the aforeſaid copyhold or cuſtomary meſſuages, farms, lands, tenements, and hereditaments in M. B. and G. hereinbefore limited to or intended for the benefit of ſuch ſon or ſons, (ſave and except the youngeſt ſon,) or the heir or heirs of his or their body or bodies, who ſhall or may ſo reſpectively happen to become intitled to the ſaid copyhold or cuſtomary meſſuages or tenements, mills, lands, and hereditaments in C. or any part thereof, ſhall from thenceforth ceaſe, determine, and become void to all intents and purpoſes, as if ſuch ſon or ſons, or his or their iſſue reſpectively becoming intitled as aforeſaid, was or were reſpectively dead without iſſue, and then and in ſuch caſe, and ſo often as the ſame ſhall happen, the ſaid copyhold or cuſtomary meſſuages, farms, lands, tenements, and hereditaments in M. B. and G. aforeſaid, or ſo much thereof as ſhall not be diſpoſed of under the truſts aforeſaid, ſhall go over and remain unto and for the benefit of the perſon and perſons, who, by virtue of theſe preſents, and according to the true intent and meaning thereof, would be next intitled to take and enjoy the ſaid hereditaments laſt mentioned, in caſe ſuch ſon or ſons of the ſaid *Huſband and Wife*, or his or their reſpective iſſue ſo as aforeſaid, becoming entitled to the ſaid copyhold or cuſtomary meſſuages or tenements, mills, lands, and hereditaments in C. or any part or parts thereof, was or were dead without iſſue. AND UPON THIS FURTHER TRUST, that they the ſaid *Truſtees*, their heirs or aſſigns do and ſhall, in the mean time, from and after the death of the ſurvivor of them the ſaid *Huſband and Wife*, and until ſuch ſurrender or ſettlement ſhall be made by them the ſaid *Truſtees*, their heirs or aſſigns as laſt aforeſaid, permit and ſuffer the ſurplus of the rents and profits of the ſaid copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments ſecondly hereinbefore covenanted to be ſurrendered which ſhall from time to time remain after payment of what ſhall become due for maintenance, under the truſts hereinbefore declared reſpecting the ſame copyhold premiſes, and for the intereſt of any monies to be raiſed

next in remainder, (except the youngeſt ſon.)

Further truſt, that the truſtees permit the perſon next entitled to the poſſeſſion of the ſaid copyhold eſtate to receive the ſurplus of the rents and profits thereof after the death of the ſurvivor of huſband andwife, and until the ſurrender is made.

raiſed by mortgage thereof as aforeſaid, to be received and taken by ſuch perſon or perſons as would be in or be entitled to the poſſeſſion of the ſame copyhold or cuſtomary meſſuages, lands, tenements, and hereditaments, or ſome part or parts thereof, in caſe the ſame were ſurrendered and aſſured by the ſaid *Truſtees*, their heirs or aſſigns, in the manner herein before directed. PROVIDED ALWAYS NEVERTHELESS, and it is hereby declared and between all the ſaid parties hereto that if the ſaid *Huſband* ſhall happen to die during the joint lives of the ſaid *Wife* and *Father*, then, and in ſuch caſes it ſhall and may be lawful to and for the ſaid *Truſtees*, or the ſurvivor of them or his heirs (if required thereto by the ſaid *Father*) to make and execute unto him the ſaid *Father*, his executors, adminiſtrators, and aſſigns, a leaſe or demiſe of all and ſingular the aforeſaid freehold and copyhold or cuſtomary meſſuages, farms, mills, lands, tenements, and hereditaments in C. aforeſaid, with their and every of their appurtenances, for the term of 21 years, to take effect in poſſeſſion at and under the yearly rent of £.200, clear of all taxes and deductions whatſoever, and under and ſubject to ſuch covenants, conditions, and agreements, as are uſually inſerted in leaſes of tenements, of the ſame or the like nature, ſo as ſuch leaſe or demiſe be not made diſpuniſhable for waſte, and the ſaid *Father* do ſeal and deliver a counterpart therof. (*Add the uſual powers for leaſing, ſelling, and exchanging Truſtees, and covenants by the Father and the Huſband, that the eſtates conveyed ſhall remain to the uſes thereof declared, free of incumbrances, and for further aſſurances.*) AND THIS INDENTURE FURTHER WITNESSETH, that in conſideration of the ſaid intended marriage, and in further purſuance of the ſaid recited agreement made upon the treaty for the ſame marriage as aforeſaid, the ſame *Father*, for himſelf, his heirs, executors, and adminiſtrators, doth hereby covenant and agree with the ſaid *Truſtees* and their heirs, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Father*, his heirs, executors, or adminiſtrators, ſhall and will, within the ſpace of two years, after the ſolemnization thereof, pay off, and diſcharge the aforeſaid two principal ſums of £.1300 and £.300 ſo due and owing to the ſaid and ſecured to them by mortgages of the ſaid copyhold or cuſtomary meſſuage or tenement, mills, hereditaments, and premiſes, holden of the ſaid manor of C. AND LASTLY,

Power for the truſtees in the event of the huſband dying during the joint lives of his wife and his father, to grant to the father a leaſe of all the C. eſtate for 21 years in poſſeſſion, under the yearly rent of 200l.

Indenture further witneſſeth, that the father covenants to pay off the mortgages affecting the C. eſtate.

LASTLY, the ſaid *Brother*, (at the requeſt, and by the direction of the ſaid *Wife*, teſtified by her being made a party to, and ſealing and delivering theſe preſents) doth hereby for himſelf, his heirs, executors, and adminiſtrators, covenant and agree with the ſaid *Husband*, his executors, adminiſtrators, and aſſigns, that in caſe the ſaid intended marriage ſhall take effect, he the ſaid *Brother*, his heirs, executors, or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid (in the manner hereinafter mentioned) intereſt for the ſaid ſum of £.2000 now remaining in his hands, and to which the ſaid *Wife* is intitled as aforeſaid, at and after the rate of 5 per cent. per annum, to commence and be computed from the ſolemnization of the ſaid intended marriage, and ſhall and will apply and diſpoſe of a ſufficient part of ſuch intereſt in the firſt place, in paying and keeping down the intereſt which ſhall after the ſaid marriage accrue and become due in reſpect o the ſaid principal ſums of £.1300 and £.300, ſo due and owing to the ſaid A. B. and C. D. reſpectively as aforeſaid, until the ſame principal ſums ſhall be paid off and diſcharged purſuant to the covenant of the ſaid *Father* for that purpoſe hereinbefore contained; and after payment and ſatisfaction of the intereſt of the ſaid ſums of £.1300 and £.300, in manner aforeſaid, ſhall and will pay the reſidue and overplus of the ſaid intereſt of the ſaid ſum of £.2000, as the ſame ſhall become due unto the ſaid *Husband*, his executors, adminiſtrators, and aſſigns; and from and after the ſaid ſums of £.1300 and £.300, and all intereſt in reſpect thereof ſhall be fully paid off and diſcharged by the ways and means aforeſaid, then that he the ſaid *Brother*, his heirs, executors, or adminiſtrators, ſhall and will immediately thereupon pay or cauſe to be paid the ſaid ſum of £.2000, unto the ſaid *Huſband*, his executors, adminiſtrators, or aſſigns, to and for his or their own uſe and benefit. IN WITNESS, &c.

Covenant by the lady's brother, in whoſe hands ſhe has 2,000l. to pay intereſt for the ſame, at 5 per cent. and diſpoſe of ſuch intereſt in the firſt place in keeping down the intereſt of the ſaid mortgages, and to pay the reſidue thereof to the huſband; and when the mortgages ſhall be paid off, and all intereſt for the ſame, to pay the principal to the huſband.

Settlement of Copyholds by Recovery, in truſt for the Lady for life; Remainder to the Husband for life; Remainder to ſuch uſes as the Wife ſhall appoint; Remainder to a Relation of the Wife in fee.

THE MANOR OF A. IN THE COUNTY OF B. } THE SPECIAL COURT BARON of the Right Honorable C.D. Lord of the Manor aforeſaid, held at the houſe of W.S. at ——, within the ſaid Manor, on Monday the —— day of ——, in the —— year of our Sovereign Lord George the Third, by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and ſo forth, and in the year of our Lord ——, before W. P. Eſq. deputy Steward of the ſaid Manor.

HOMAGE G. H. I. I. } Sworn.

AT THIS COURT it is preſented by the homage, that A. H., late of —— aforeſaid, ſpinſter, one of the cuſtomary tenants of the ſaid manor, who held of the lord of the ſaid manor, to her and her heirs, by copy of court roll, fealty, ſuit of court, and yearly rent, ALL that meſſuage or tenement, with the appurtenances, conſiſting of a ſtable and two gardens thereunto belonging, ſituate, lying, and being in —— aforeſaid, formerly in the occupation of ——, and to a moiety of which ſhe the ſaid A. H. was admitted tenant at a ſpecial court baron, held for this manor on the —— day of ——, as Deviſee of her late brother T. H. deceaſed, and to the other moiety whereof ſhe the ſaid A. H. was admitted tenant at a ſpecial court baron held for the ſaid manor, on the —— day of ——, on the ſurrender of J. G. and H. G. then his wife, late H. H., ſpinſter, as by the rolls of the ſaid reſpective courts may appear. AND WHEREAS the ſaid A. H. did immediately after ſuch her admiſſions at the ſaid courts, held the ſaid —— day of ——, and —— day of ——, ſurrender by the rod into the hands of the lord of

of the ſaid manor, by the hands and acceptance of the then ſteward, according to the cuſtom of the ſame manor, the ſeveral moieties of the ſaid premiſes to which at the ſaid courts ſhe was admitted as aforeſaid, to ſuch uſes, intents, and purpoſes as were or ſhould be limited, directed, declared, or appointed thereof, in and by her laſt will and teſtament. NOW AT THIS COURT it is preſented by the homage, that the ſaid A. H. duly made and publiſhed her laſt will and teſtament in writing, bearing date the —— day ———, and thereby deviſed the premiſes aforeſaid, in the words, or to the effect following: (that is to ſay), I give and bequeath unto my dear ſiſter H. G., widow, ALL THAT my copyhold meſſuage or tenement, garden, out-houſes, buildings, and premiſes ſituate, ſtanding, and being in ——— ſtreet in ———, in which I now reſide, being part of the manor of A., and ſurrendered to the uſe of my will, with their and every of their appurtenances, to hold unto the ſaid H. G. and her aſſigns, for and during the term of her natural life; and from and immediately after her deceaſe, I give, deviſe, and bequeath the ſaid copyhold premiſes unto the iſſue of her body lawfully to be begotten; with divers remainders over, AS by the probate of the ſaid will, under the ſeal of the prerogative court of the archbiſhop of Canterbury, bearing date the —— day of ———, produced and ſhewn to the homage of this court, more fully doth appear. WHEREUPON at this court comes the ſaid H. G., in her own proper perſon, and humbly deſires of the lord to be admitted tenant to ALL AND SINGULAR the ſaid meſſuage or tenement, garden ground, and hereditaments, ſo deviſed to her as aforeſaid, to whom the lord, by his deputy ſteward aforeſaid, grants thereof ſeiſin by the rod, TO HAVE AND TO HOLD the ſame, unto her the ſaid H. G., according to the tenor and effect of the ſaid will, and for ſuch eſtate as is thereby deviſed to her of the lord, by the rod, at the will of the lord, according to the cuſtom of the manor aforeſaid, by fealty, ſuit of court, the yearly rent and other ſervices, formerly due, and of right accuſtomed, and ſo, always ſaving the right of the lord, the the ſaid H. G. is admitted tenant thereof, and ſhe gives to the lord for a fine for ſuch her eſtate in the premiſes as appears in the margin, and her fealty is reſpited. AND AFTERWARDS at this court comes H. G. of ——, in the county of B., widow, one of the copyhold tenants

of the ſaid manor in her own proper perſon, and in full and open court ſurrenders by the rod into the hands of the lord of the ſaid manor by the hands and acceptance of the ſaid deputy-ſteward, according to the cuſtom of the ſaid manor, THE ſaid copyhold, meſſuage, or tenement, garden, outhouſes, buildings, and all and ſingular the premiſes in —— ſtreet, in ——, aforeſaid, and ſo as aforeſaid deviſed to her for life, with remainder to her iſſue in tail general, with remainders over, and to which eſtate ſhe was admitted tenant at this court, TO THE USE AND BEHOOF of W. C. his heirs and aſſigns, TO THE INTENT that he may be perfect tenant of the ſaid premiſes, ſo that a good and perfect common recovery may be had and ſuffered thereof at this or ſome other court, to be holden for this manor, according to the cuſtom thereof, to which ſaid W. C. now here perſonally preſent in court, the lord aforeſaid, at the humble requeſt of the ſaid W. C. by his deputy ſteward aforeſaid, grants thereof ſeiſin by the rod, TO HAVE AND TO HOLD the ſame premiſes unto the ſaid W. C. his heirs and aſſigns, of the lord of the ſaid manor by the rod, at the will of the lord, according to the cuſtom of the manor aforeſaid, by fealty, ſuit of court, the yearly rent, and other ſervices heretofore due, and of right accuſtomed, and ſo (always ſaving the right of the lord) the ſaid W. C. is now admitted tenant to the ſaid premiſes, but the fine is pardoned, becauſe his admiſſion is had for a better aſſurance only, and his fealty is reſpited. AND AFTERWARDS at this court in his proper perſon comes I. L. and complaineth againſt the ſaid W. C. of a plea of land, to wit, of three meſſuages, three ſtables, three gardens, with the appurtenances, in the pariſh of ——, within the ſaid manor, and within the juriſdiction of this court, and holden of the lord of the ſaid manor by copy of court roll by the rod, at the will of the lord, according to the cuſtom of the ſaid manor, and makes proteſtation to proſecute his plaint in form and nature of a writ of entry *ſur diſſeiſin en le poſt* at common law, according to the cuſtom of the ſaid manor, and finds pledges to proſecute his ſaid plaint (to wit) *John Doe and Richard Roe*, and prays proceſs may be thereupon made for him againſt the ſaid W. C. according to the cuſtom of the ſaid manor, that he be here at the ſame court before the ſaid deputy ſteward without delay, to anſwer to the ſaid J. L. of the plea aforeſaid, and the ſame is granted to him, &c.; and the

the ſaid W. C. preſent here in court in his own proper perſon freely appears, and prays leave of the court, that he without any further proceſs againſt him to be directed, may be admitted to anſwer to the ſaid J. L., and it is granted to him, &c. AND THEREUPON the ſaid J. L. in his proper perſon demandeth againſt the ſaid W. C. the ſaid three meſſuages, three ſtables, and three gardens, with the appurtenances in the pariſh of ———, within the juriſdiction of this court, and holden of the lord of the ſaid manor, as of the ſaid manor by copy of court roll, as his right and inheritance, and into which the ſaid W. C. had no entry, unleſs after the diſſeiſin which Hugh Hunt thereof unjuſtly and without judgment made to the aforeſaid W. C., within thirty years now laſt paſt. AND WHEREUPON he ſaith that he was ſeiſed of the tenements, with the appurtenances in his demeſne, as of fee and right, at the will of the lord, according to the cuſtom of the ſaid manor, in the time of peace, in the time of his preſent majeſty, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth his ſuit, &c. And the ſaid W. C. in his proper perſon comes, and defends his right, when, &c. and whatſoever, &c. and thereof voucheth to warrant the ſaid H. G., who being likewiſe preſent in court freely warrants to him the tenements aforeſaid, with the appurtenances. AND THEREUPON the ſaid J. L. demandeth againſt the ſaid H. G. tenant by her own warranty the tenements aforeſaid, with their appurtenances in form aforeſaid, and whereupon he ſaith he was ſeiſed of the ſaid tenements, with the appurtenances in his demeſne, as of fee and right at the will of the lord, according to the cuſtom of the ſaid manor, in the time of peace, in the time of his preſent majeſty, by taking the profits thereof, to the value, &c. and into which, &c. and thereupon he bringeth ſuit, &c. AND the ſaid H. G. tenant by her warranty aforeſaid, comes and defends her right, when, &c. and whatſoever, &c. and further voucheth to warrant W. B. who is likewiſe preſent here in court in his proper perſon, and freely warrants to her the tenements aforeſaid with the appurtenances. AND THEREUPON the ſaid J. L. demandeth againſt the ſaid W. B. tenant by his warranty aforeſaid, the ſaid tenements, with the appurtenances in form aforeſaid, and whereupon he ſaith that he was ſeiſed of the ſaid tenements with the appurtenances in his demeſne, as of fee and right, at the will of the lord, according to the

cuſtom of the ſaid manor in the time of peace in the time of his preſent majeſty, by taking the profits thereof to the value, &c. and into which, &c. and thereupon he bringeth his ſuit, &c. AND the ſaid W. B. tenant by his warranty aforeſaid, in his proper perſon, comes and defends his right, when, &c. and whatſoever, &c. and ſaith, that the ſaid H. H. did not diſſeiſe the ſaid J. L. in manner and form as the ſaid J. L. by his plaint and declaration hath above ſuppoſed, and upon this he puts himſelf upon the homage, &c. AND the ſaid J. L. thereupon prayeth leave to imparle here until one of the clock of the afternoon of this day, and he hath it, &c. and the ſame hour is given to the ſaid W. B. to be there, &c. AND at the ſame court, at the ſame hour of one of the clock of the ſame day, comes the ſaid J. L. in his proper perſon, and the ſaid W. B. although ſolemnly called, according to the cuſtom of the ſaid manor, cometh not again, but hath departed in contempt of the court and made default. THEREFORE it is conſidered by the court here, that the ſaid J. L. ſhall recover his ſeiſin againſt the ſaid W. C. of the ſaid tenements, with their appurtenances, and that the ſaid W. C. have over of the cuſtomary tenements of the ſaid H. G. within the ſaid manor, holden of the lord of the ſaid manor as of the ſaid manor by copy of court roll at the will of the ſaid lord, to the value, &c. And that the ſaid H. G. have over of the cuſtomary tenements of the ſaid W. B. within the ſaid manor holden of the lord of the ſaid manor as of the ſaid manor, at the will of the ſaid lord by copy of court roll, to the value, &c. and the ſaid W. C. is in mercy, &c. AND THEREUPON the ſaid J. L. craves the precept of the lord of the ſaid manor, according to the cuſtom of the ſame manor, to be made out by the ſaid deputy ſteward, and directed to the bailiff of the ſaid manor, and miniſter of this court, to cauſe full ſeiſin of the ſaid tenements, with the appurtenances, ſo as aforeſaid, recovered to be delivered to him, and it is granted to him returnable here in court at this ſame court before the ſaid deputy ſteward, at two of the clock in the afternoon of this ſame day, at which ſaid hour of two of the clock in the afternoon, the ſaid J. L. comes here again in his proper perſon before the ſaid deputy ſteward, and C. M. bailiff, of the ſaid manor and miniſter of this court, here in court returns, that by virtue of the ſaid precept to him directed, he has this ſame day cauſed full ſeſin of the ſame tenements, with

with their appurtenances, ſo recovered as aforeſaid, according to the cuſtom of the ſaid manor, to be delivered to the ſaid J. L., as by the ſaid precept he was commanded. AND THEREUPON the lord of the ſaid manor in further execution of the ſaid recovery by the ſaid deputy ſteward hath granted and delivered unto the ſaid J. L. ſeiſin by the rod of the ſaid tenements, with the appurtenances, in the pariſh of ——, within this manor, ſo recovered as aforeſaid, TO HAVE AND HOLD to him the ſaid J. L. his heirs and aſſigns quietly and peacebly againſt the ſaid W. C. and his heirs, according to the form and effect of the ſaid recovery, and the cuſtom of the ſaid manor of the lord of the ſaid manor, by the rod, at the will of the lord, according to the cuſtom of the ſaid manor, by fealty, ſuit of court, the yearly rent, and other ſervices therefore formerly due, and of right accuſtomed; and he gives to the lord for a fine as appears in the margin, and his fealty is reſpited. And ſo always ſaving the right of the lord, the ſaid J. L. is admitted tenant thereof in form aforeſaid, ſubject nevertheleſs to ſuch truſts, and for ſuch ends, intents, and purpoſes, and under and ſubject to ſuch proviſoes, declarations, and agreements as are hereinafter mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, UPON TRUST for the ſaid H. G. and her heirs, until her marriage with W. B. of —— aforeſaid, gentleman; And afterwards IN TRUST for the ſaid H. G. for and during the term of her natural life, for her own ſole and ſeparate uſe and benefit, and ſo as not to be ſubject in any manner to the power, debts, or controul of the ſaid W. B. And after the death of the ſaid H. G. IN TRUST for the ſaid W. B. and his aſſigns, for his natural life, and after the death of the ſurvivor of the ſaid H. G. and W. B. UPON TRUST, for ſuch perſon or perſons, and for ſuch intents and purpoſes, and ſubject to ſuch powers, proviſoes, declarations, and agreements, as the ſaid H. G. by any deed or deeds, inſtrument or inſtruments in writing, with or without power of revocation, to be ſealed and delivered by her in the preſence of and atteſted by two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing in the nature of, or purporting to be her laſt will and teſtament (which will and teſtament, or writing in the nature of a will or teſtament, the ſaid H. G. is hereby authorized to make and execute, notwithſtanding her coverture) ſhall direct or appoint; and in default of

ſuch direction or appointment, and in the mean time ſubject thereto, UPON TRUST for H. H. R. wife of T. R. of ———, in the county of ———, gentleman.

A releaſe is ſometimes made to the demandant of all errors, miſpriſions, and defects of erroneous proceſs. Such a releaſe, if any is neceſſary, ſhould be by deed; but if there ſhould be any error in the recovery, it ſhould ſeem that the tenant in tail cannot bar the iſſue by deed or ſurrender.

The ſeveral parts of the recovery, including the ſurrender to the uſe of the tenant of the recovery, are conſidered as one and ſame aſſurance, therefore when there is a ſurrender to the uſe of the *former owner*, no fine ought to be demanded, becauſe in fact there is no alienation, only a change in the mode of deſcent; but as this recovery is prepared, there ought to be a fine on the admittance of the demandant, becauſe there is an alienation *to the heir*. But if the lady were admitted on the ſurrender of the demandant, there, as in effect there would be no change of the tenant, no fine would be payable on the proceedings, in order to the perfection of the recovery. See Kitchen, 144. Co. Copyholder, § 56. This may be collected as due from the ſame authorities, which prove that when there is no alienation by means of the recovery, no fine is payable; and that when the vouchee is admitted as a preparatory ſtep for ſuffering the recovery, a fine is due on his admittance.

Introduction to the Uſes of Two Recoveries.

WHEREAS W. B. heretofore of ——, in and by his laſt will and teſtament in writing, bearing date the 10th day of June, which was in the year of our Lord 1774, and duly executed and atteſted in the manner preſcribed by law for rendering valid deviſes of real eſtates, did deviſe unto his ſon W. B. the honor of, &c. and alſo the manor, &c. in the pariſh of A. in the county of Middleſex; and alſo all thoſe two freehold meſſuages or tenements, with the yards, gardens, ſtables,

ſtables, buildings, and appurtenances in B. in the county of Surry; and alſo all the manor, &c. in the pariſh of C. in the county of Middleſex, to hold all and ſingular the ſaid meſſuages or tenements and premiſes, unto his ſaid ſon W. B. and to the heirs of his body lawfully to be begotten; and for want of ſuch iſſue then he gave and deviſed the ſame and every part thereof unto his daughter R. B. and to the heirs of her body lawfully to be begotten; and in default of ſuch iſſue, to his own right heirs for ever. Nevertheleſs, the ſaid teſtator's mind was, and he did declare his will and meaning to be, that in caſe both his ſaid children ſhould happen to die before they ſhould attain the ſeveral ages of 21 years, and without iſſue as aforeſaid, that then and in either of the ſaid caſes he gave and deviſed all thoſe the honors, manors, meſſuages, and premiſes in A. aforeſaid, and alſo all that his ſaid manor, &c. in C. aforeſaid, unto his nephew J. B. ſon of his nephew J. B. and his heirs and aſſigns for ever. Alſo he gave and deviſed in the like caſes as aforeſaid, all thoſe his meſſuages or tenements, hereditaments, and premiſes in B. aforeſaid, unto his nephew T. B. ſon of his ſaid nephew J. B. and to his heirs and aſſigns for ever. As in and by the ſame laſt will and teſtament, ſince the deceaſe of the ſaid teſtator, which happened ſome ſhort time after the date of the ſaid will, duly proved in the prerogative court of the archbiſhop of Canterbury, reference being thereunto had, will more fully and at large appear. AND WHEREAS the ſaid W. B. attained his age of 21 years, and died without iſſue, leaving the ſaid R. B. his ſiſter him ſurviving, who hath alſo attained her age of 21 years, whereby the executory deviſe or contingent remainders or limitations, by way of contingent remainders to the ſaid teſtator's nephews J. B. and T. B. have completely failed. AND WHEREAS a marriage is agreed on and by the permiſſion of Almighty God, to be ſolemnized ſhortly after the date and execution of theſe preſents, by and between the ſaid R. B. and the ſaid *Huſband*. AND WHEREAS the ſaid R. B. and her ſaid intended huſband are deſirous of ſuffering recoveries of the ſaid honors, manors, &c. deviſed to her by the herein before recited will of her father deceaſed, in the ſeveral counties in which they reſpectively lie, or are ſituate, for the purpoſe, and in manner hereinafter mentioned. NOW THEREFORE THIS INDENTURE WITNESSETH, that as well for docking, barring and extinguiſhing all eſtates tail, and all the remainders or limitations

tations in the nature of remainders and reverſions thereupon expectant or dependant, and all conditions, charges, and incumbrances, derived out of any ſuch remainders, limitions or reverſions, and other intereſts, eſtates and titles whatſoever of and in the ſaid honor, manors, &c. and all and ſingular other the premiſes hereinafter mentioned or expreſſed and intended to be hereby granted and releaſed, as for limiting and aſſuring the ſame to the ſeveral uſes upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes as hereinafter is mentioned, and for and in conſideration of the ſum of 10 ſhillings, of lawful money of Great Britain, by the ſaid *Tenant* in hand, well and truly paid to the ſaid R. B. before or upon the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, ſhe the ſaid R. B. with the privity, conſent, and approbation of her ſaid intended huſband, teſtified by his ſealing and delivering theſe preſents, HATH granted, bargained, ſold, releaſed, and confirmed, and by theſe preſents DOTH, with ſuch privity, conſent and approbation, teſtified as aforeſaid, grant, bargain, ſell, releaſe, and confirm unto the ſaid *Tenant* (in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid R. B. for 5*s*. conſideration, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, and by force and virtue of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs, ALL THAT *(Here deſcribe the parcels.)* And all houſes, outhouſes, dovehouſes, edifices, buildings, warehouſes, barns, ſtables, yards, backſides, pumps, ciſterns, privies, ſewers, gutters, drains or draughts, outlets, courts, court-yards, byers, cottages, gardens, orchards, curtilages, farms, lands, tenements, meadows, glebe lands, paſtures, feedings, commons, common of paſture and turbary, and right of common, timber trees and other trees, woods, and the ground and ſoil thereof, woodlands, coppices, underwoods, hedges, hedgerows, ditches, mounds, fences, hades, baulks, freeboards, freehays, waſtes and void grounds, furzes, heaths, moors, marſhes, marſh grounds, folds, ſheep walks, foldage, and liberty of fold courſe, herbage, pannage, mills, kilns, crofts, tofts, ſcites, lodges, leaſowes, cloſes, incloſures, parks, chaſes, warrens, foreſts, ways, paths, paſſages, lights,

lights, waters, water-courſes, fiſheries, and right of fiſhing, ſtreams, floodgates, wears, ponds, pools, rivers, lakes, meres, moats, wharfs, quays, ferries, rents, rents charge, rents ſeck, fee farm rents, quit rents, and other rents, reverſions, ſuits and ſervices, as well of free as cuſtomary tenants, courts, courts leet, views of frank-pledge, and whatſoever to court leet or view of frank-pledge belongeth, hundred courts, piepoudre courts, and other courts, courts baron, fealties, alienations, reliefs, wardſhips, ſeiſins, offices, bailiwicks, profits of courts, and whatſoever elſe to courts appertaineth, heriots, fines, amerciaments, deodands, wrecks, waifs, eſtrays, goods of felons fugitives and perſons attainted outlawed and put in exigent, treaſure trove, obventions, oblations, offerings, dues, duties, payments, tributes, parſonages, vicarages, advowſons, rectories, rights of preſentation to churches and chapels, impropriations, tythes, as well great and ſmall as predial and mixed tythes, tolls, cuſtoms, fairs and markets, and the profits thereof, ſtallage, pickage, mines, minerals, collieries, delfs, quarries, royalties, franchiſes, liberties, rights, privileges, pre-eminences, immunities, juriſdictions, profits, commodities, eaſements, advantages, emoluments, hereditaments, and appurtenances whatſoever to the ſaid honour, manors, meſſuages, &c. or any or either of them, or any part thereof, belonging, incident, or appurtenant. AND the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and ſingular the ſaid hereditaments and premiſes. AND all the eſtate, right, title, intereſt, uſe, truſt, inheritance, poſſibility, property, claim, and demand whatſoever, either at law or in equity, or otherwiſe howſoever, of her the ſaid R. B. of, in, to, out of, or upon the ſame honor, manors, &c. and every of them, and every part and parcel thereof, TO HAVE AND TO HOLD the ſaid honor, manors, &c. and all and ſingular other the premiſes hereby granted and releaſed or expreſſed or intended ſo to be, with their and every of their appurtenances, unto the ſaid *Tenant*, his heirs and aſſigns for ever, TO THE USE of the ſaid *Tenant*, his heirs and aſſigns for ever; AND IT IS HEREBY declared and agreed, by and between the ſaid R. B. and *Tenant*, that the ſaid manors, &c. and premiſes hereby granted and releaſed or expreſſed or intended ſo to be unto and to the uſe of the ſaid *Tenant*, were ſo granted and releaſed unto the uſe of

him

him the ſaid *Tenant*, his heirs and aſſigns, TO THE INTENT AND PURPOSE that by virtue of theſe preſents, and the bargain and ſale for a year upon which the ſame is grounded, he the ſaid *Tenant* may be and become perfect tenant of the immediate freehold and inheritance of the ſaid honor, manors, &c. hereditaments, and premiſes, in order that two or more common recoveries, one or more for each of the ſaid counties of Middleſex and Surry may be thereof had and ſuffered in ſuch manner as hereinafter mentioned. AND for that end it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Demandant*, or ſome other proper perſon as plaintiff or demandant, at the proper coſts and charges in all things of the ſaid R. B. as of laſt Eaſter term, or before the end of next Trinity term, or as of ſome other preceeding or ſubſequent term, to ſue forth and proſecute out of his Majeſty's high court of Chancery, two or more writs of entry, *ſur diſſeiſin en le poſt*, one or more of them for ſuch of the ſaid hereditaments and premiſes as are ſituate in the ſaid county of M. and one or more of them for ſuch of the ſaid hereditaments and premiſes as are ſituate in the ſaid county of S. ſuch writs to be reſpectively returnable, and to be returned before his Majeſty's Juſtices of the court of Common Pleas at Weſtminſter, thereby demanding againſt the ſaid *Demandant*, ſuch of the ſaid hereditaments and premiſes as are ſituate in the county of M. by the name of, &c. and ſuch of the ſaid hereditaments and premiſes as are ſituate in the county of S. by the name of, &c. or by ſuch other apt and convenient names, quantities, qualities, and other deſcriptions as ſhall preciſely, fully and effectually aſcertain, comprehend and paſs the ſaid ſeveral hereditaments and premiſes in the ſeveral counties of M. and S. aforeſaid, TO which ſaid writs of entry the ſaid *Tenant* ſhall appear gratis either in his own proper perſon, or by his attorney or attornies lawfully authorized in that behalf, and enter into warranty or defence of the right and title to the ſaid hereditaments and premiſes, and vouch over to warrant and defend the ſame hereditaments and premiſes, the ſaid R. B. who ſhall alſo appear gratis in her own perſon or by her attorney or attornies thereto lawfully authorized, and enter into the ſaid warranty and vouch over to warranty the common vouchee of the ſame court of Common Pleas who ſhall alſo appear and crave leave to imparle, and after imparlance granted

granted ſhall make default, ſo as that judgments may ſeverally be given and entered up upon the ſaid writs for the ſaid *Demandant*, or ſuch other plaintiff or demandant as aforeſaid, to recover the ſaid meſſuages or tenements, ſtable, yard, garden, cloſes, pieces, or parcels of land, hereditaments and premiſes againſt the ſaid *Tenant*, and for the ſaid *Tenant* to recover pro rata, or in value, againſt the ſaid R. B. and ſhe to recover as aforeſaid, againſt the ſaid ſecond or common vouchee, and that execution ſhall and may be thereupon awarded, and had accordingly, and all and every other act, thing, and proceeding ſhall be done, had and executed needful and neceſſary for the purpoſe of ſuffering, executing, and perfecting two or more good and perfect common recoveries, with vouchers as aforeſaid, according to the courſe of ſuffering common recoveries, with double vouchers as aforeſaid, for aſſurances of land, in ſuch caſes there uſed. AND IT IS HEREBY further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and each of them, and of theſe preſents is, that from and immediately after ſuffering, executing, and perfecting the ſaid common recoveries reſpectively, ſo as aforeſaid, or in any other manner, or at any other time or times to be levied, had, or ſuffered, acknowledged, certified, or executed, in purſuance of the agreements aforeſaid, as well theſe preſents, and the aſſurance hereby made, as alſo the common recoveries reſpectively intended to be levied, ſuffered, acknowledged, certified, or executed; and alſo all and every other common recovery or common recoveries, fines, conveyances, and aſſurances in the law whatſoever heretofore had, made, levied, acknowledged, certified, ſuffered and executed of the ſame manors, &c. hereditaments and premiſes by or between the ſaid parties to theſe preſents or any of them, or whereunto they or any of them have been, are, is, or ſhall be parties or party, privies or privy, or whereunto the ſaid R. B. ſhall be vouched, ſhall be operate and enure, and ſhall be adjudged, deemed, conſtrued, and taken, and ſo are and were meant and intended, and are hereby expreſsly declared and agreed by and between all the ſaid parties to theſe preſents, to be operate and enure as to the hereditaments and premiſes compriſed or to be compriſed therein reſpectively, and the recoveror or recoverors in the ſaid ſeveral recoveries named, or to be named, and his, her, or their heirs

ſhall

ſhall ſtand and be ſeiſed of all and ſingular the hereditaments and premiſes in the ſame common recoveries compriſed or to be compriſed, and every them, and every part thereof, TO the ſeveral uſes upon the ſeveral truſts, and to and for the ſeveral ends, intents and purpoſes hereinafter limited, expreſſed, and declared of and concerning the ſame, &c. &c.

Power for changing Truſtees, when each party wiſhes to have a Truſtee of his or her own nomination.

PROVIDED ALWAYS, and it is hereby agreed and declared, by and between the ſaid parties to theſe preſents, that if the ſaid A. B. and C. D. or either of them, or any future truſtees or truſtee ſhall happen to die or be deſirous to be diſcharged from the truſts hereby created at any time or times before the ſame truſts ſhall be fully performed or otherwiſe determined, then a new truſtee ſhall be nominated and appointed in the room and ſtead of the truſtee that ſhall ſo happen to die or be deſirous to be diſcharged from the aforeſaid truſts, ſuch new truſtee to be nominated and appointed by the ſaid E. F. her executors or adminiſtrators, in the room and ſtead of the ſaid A. B. and by the ſaid G. H. his executors or adminiſtrators, in the room and ſtead of the ſaid C. D. and ſo toties quoties ſuch appointment ſhall be made, to the intent that each of them the ſaid E. F. and G. H. may for the time being, have a truſtee of his or her own nomination, and upon ſuch nomination or appointment, the ſurviving or continuing truſtee, his executors or adminiſtrators ſhall aſſign and transfer, And the ſaid E. F. his executors and adminiſtrators ſhall join and concur in the aſſigning and transferring all and ſingular the ſaid truſt premiſes, or ſo much and ſuch part thereof as ſhall not have been diſpoſed of for the purpoſes aforeſaid, in ſuch way and manner as that the ſame may be effectually veſted for the then reſidue of the ſaid term of 96 years, in the joint names of the ſurviving or continuing truſtee, and of ſuch perſon as ſhall be appointed to be a truſtee, or in caſe there ſhall be no ſuch ſurviving or continuing truſtee, then in the joint names of ſuch perſons as ſhall be appointed to be truſtees as aforeſaid; but

nevertheleſs

nevertheleſs upon the ſame truſts, and to and for the ſame ends, intents and purpoſes are as hereinbefore expreſſed and declared of and concerning the ſame, or to, for, or upon ſuch of thoſe truſts, ends, intents, and purpoſes, as ſhall be then ſubſiſting or capable of taking effect, which perſon or perſons ſo to be appointed a truſtee or truſtees as aforeſaid, ſhall and may thenceforth act in the management and execution of the aforeſaid truſts or ſuch of them as ſhall be then ſubſiſting, or capable of taking effect as fully and effectually in all reſpects, and with the like indemnifications as he or they might have done, in caſe he or they had been originally in and by theſe preſents nominated a truſtee for the purpoſes aforeſaid, any thing hereinbefore contained to the contrary thereof in anywiſe notwithſtanding.

Conciſe Limitations for a Settlement of Copyholds ſubject to a Mortgage.

TO THE USE of *Truſtee*, his heirs and aſſigns, UPON TRUST, that in caſe *the Huſband*, his executors or adminiſtrators, ſhall not, on or before the 2d day of next September, have paid unto *Mortgagee*, his executors, adminiſtrators, and aſſigns, the ſum of £.200 which he hath this day borrowed of her, together with lawful intereſt for the ſame, the ſaid *Truſtee*, his heirs or aſſigns, do and ſhall ſell and diſpoſe of the premiſes, or a competent part thereof, and out of the money ariſing from ſuch ſale, and the rents and profits of the ſame premiſes which ſhall be received by him, do and ſhall, in the firſt place, retain the coſts, charges, and expences attending the execution of the truſts hereby repoſed in him and them; and in the next place do and ſhall pay unto the ſaid *Mortgagee*, her executors, adminiſtrators, or aſſigns, the ſaid ſum of £.200, and the intereſt which ſhall be then due for that ſum. AND do and ſhall ſtand and be poſſeſſed of the overplus, if any, of the money ariſing from ſuch ſale, and the ſaid rents IN TRUST for the perſons who would have been intitled to the ſaid premiſes and the rents thereof, in caſe no ſuch ſale had been made, and for that purpoſe do and ſhall apply the ſurplus money ariſing from ſuch ſale in the purchaſe of other lands of inheritance, to be

be ſettled to the ſame or the like uſes, or upon the ſame or the like truſts, as the premiſes which ſhall be ſold as aforeſaid would have ſtood limited in caſe no ſuch ſale had been made; and in the mean time do and ſhall inveſt ſuch ſurplus money at intereſt, and permit the intereſt to be received by the perſon or perſons who, for the time being, would be intitled to the rents of the lands to be purchaſed as aforeſaid, in caſe the ſame were actually purchaſed, and do and ſhall give and ſign effectual diſcharges for the money, which from time to time ſhall be paid to him or them, to the intent that the perſon or perſons paying the ſame may be diſcharged from all obligation to ſee to the application thereof; AND ſubject and without prejudice to the truſts hereinbefore declared, do and ſhall ſtand and be ſeiſed or poſſeſſed of the ſaid premiſes, in truſt for the ſaid *Huſband and Wife*, and the ſurvivor of them, during their lives, and the life of the ſurvivor of hem; and after the death of the ſurvivor of them IN TRUST for ſuch perſons for ſuch eſtates, and to and for ſuch ends, intents, and purpoſes, as the ſaid *Wife* ſhall, by deed, or will, or writing in the nature of a will or cuſtomary grant, to be reſpectively ſealed and delivered by her in the preſence of two or more witneſſes, and notwithſtanding her coverture, limit or appoint. AND in default of any ſuch limitation, and in the mean time, and from time to time, ſubject to any ſuch as may happen to be then IN TRUST for the ſaid *Wife*, her heirs and aſſigns for ever.

Settlement

W. Blackader, Printer, 20, Took's Courts Chancery-Lane.

Settlement after Marriage made by Lady and Gentleman of their reſpective Eſtates; and a Declaration of Truſts of a Sum of £. 4000, with many Special Proviſions, particularly in Caſe of a Separation.
The marginal Notes expreſs the Subſtance of the Settlement.

THIS INDENTURE made, &c. BETWEEN the *Huſband* and *Wife*, late the widow of, &c. and daughter and only child of, &c. deceaſed, by, &c. his wife hereinafter mentioned, of the firſt part; *A B and C D General Truſtees to ſupport contingent remainders*, of the ſecond part; *C C and D D Truſtees for ſecuring wife a rent charge*, of the third part; *E F* and *G H*, *Truſtees for raiſing portions*, of the fourth part; *J K* and *L M*, *Truſtees for raiſing pin-money and for other purpoſes in caſe of a ſeparation*, of the fifth part; *an Annuitant hereafter mentioned*, of the ſixth part; and the *Lady's Mother* of the ſeventh part. WHEREAS the ſaid *Huſband* and *Wife* have agreed in conſideration of the marriage ſome time ſince had and determined between them to ſettle their ſeveral eſtates reciprocally in the manner hereinafter mentioned. AND WHEREAS by indentures of leaſe and releaſe, bearing date reſpectively on or about the 20th and 21ſt days of laſt Auguſt, the releaſe being of four parts and made or expreſſed to be made between *a Mortgagee* of the firſt part; the ſaid *Huſband* and *Wife* of the ſecond part; the ſaid *G H* of the third part; and the ſaid *A B* of the fourth part; All that undivided moiety or half part of all that meſſuage, tenement, and lands, called T. mentioned in the ſaid recited indenture of leaſe heretofore to have been in the tenure of K. his aſſigns or under tenants, and ſituated in the pariſh of M. in the ſaid county of Q. and all thoſe meſſuages, lands, tenements, and hereditaments called or known by the name of M. ſituate, lying, and being in the pariſh of D. the which were formerly purchaſed by the *late Father* of the ſaid *Huſband* of and from ——————, with their rights, members, and appurtenances, were bargained, ſold, releaſed, and conveyed unto and to the uſe of the ſaid *G H* and his heirs to make him tenant of the freehold of the ſaid premiſes, that a

Parties.

Recital of agreement for ſettlement.

Of leaſe and releaſe of wife's eſtate to lead the uſes of a recovery.

common recovery with double voucher might be ſuffered thereof at the then next great ſeſſions for the ſaid county of Q. in which recovery the ſaid *A. B.* was to demand the ſaid hereditaments and premiſes againſt the ſaid *G H*, who was to vouch the ſaid *Husband* and *Wife* and they were to vouch over the common vouchee; and it was by the ſaid recited indenture of releaſe declared and agreed, that the ſaid recovery ſhould be and enure, and that the recoveror therein and his heirs ſhould ſtand and be ſeiſed of the ſame premiſes, ſubject to a mortgage thereof in fee to the ſaid *Mortgagee*, as in the ſame indenture of releaſe is mentioned, to the uſe of ſuch perſon and perſons and for ſuch eſtate and eſtates, and upon ſuch truſts and charged and chargeable in ſuch manner, and ſubject to, by, with and under ſuch powers of revocation and other powers, proviſoes, conditions, limitations and agreements as they the ſaid *Husband* and *Wife* at any time or times, and from time to time, during their joint lives, by any deed or deeds, inſtrument or inſtruments in writing to be ſealed and delivered by them in the preſence of and atteſted by two or more credible witneſſes, ſhould jointly direct, limit and appoint; and in default of and until ſuch joint direction, limitation and appointment, and in caſe any ſuch ſhould be, when and as ſoon as the eſtate or eſtates thereby limited and appointed ſhould reſpectively end and determine, and in the mean time ſubject thereto, and as to ſuch part or parts of the ſame premiſes whereof no ſuch direction, limitation, or appointment ſhould be made, TO THE USE AND BEHOOF of the ſaid *Husband* for and during the joint natural lives of himſelf and the ſaid wife; and from and after the deceaſe of ſuch of them the ſaid *Huſband* and *Wife* as ſhould happen to die firſt, TO THE SOLE USE AND BEHOOF of the ſurvivor of them the ſaid *Huſband* and *Wife*, and the heirs and aſſigns of ſuch ſurvivor of them for ever. AND WHEREAS at the great ſeſſions held for the county of Q. on the 24th day of laſt Auguſt, a good and ſufficient common recovery was ſuffered of the ſaid hereditaments and premiſes, in which recovery the ſaid *A B* was demandant, the ſaid *G H* was tenant, who vouched the ſaid *Husband* and *Wife* who vouched over the common vouchee as by the ſaid recited indentures of leaſe and releaſe, and the record of the ſaid recovery relation being thereunto had may appear. AND WHEREAS it is deemed proper that the ſaid *G H* ſhould

Of recovery accordingly.

Of the reaſon of GH concurring.

ſhould join in the grant and releaſe hereinafter by theſe preſents made of the eſtates of the ſaid *Husband* to the end that the ſaid *G H* may thereby paſs out of him any eſtate or intereſt in the ſame eſtates which may have paſſed to him by force of the general clauſe, following the particular deſcription of the parcels contained in the indentures of leaſe and releaſe of the 4th and 5th days of laſt Auguſt, hereinafter recited. NOW THIS INDENTURE WITNESSETH, that they the ſaid *Huſband* and *Wife* purſuant to and in exerciſe of the ſaid recited power and authority to them given and reſerved in and by the ſaid recited indenture of releaſe ſo declaring the uſes of the ſaid recovery, and by force and virtue thereof, and of all and every other power and authority, and powers and authorities to them in that behalf given or reſerved, or them in any wiſe thereto enabling, HAVE jointly directed, limited, and appointed, and DO by this preſent deed or inſtrument in writing, ſealed and delivered by them in the preſence of and atteſted by two credible perſons whoſe names are intended to be hereupon indorſed as witneſſes hereto jointly direct, limit, and appoint, that the ſaid recovery ſhall henceforth be and enure, and the ſaid demandant named in the ſaid recovery and his heirs ſhall henceforth ſtand and be ſeiſed of the ſaid moiety of the ſaid meſſuages or tenements and lands called T. and alſo all other meſſuages or tenements, lands and premiſes mentioned and compriſed in the ſaid recited indenture of releaſe and the ſaid recovery to the ſeveral uſes, for the ſeveral intents and purpoſes, and upon the ſeveral truſts, and under and ſubject to the ſeveral charges, powers, proviſoes, conditions, limitations, declarations and agreements hereinafter by theſe preſents, limited, expreſſed, and declared, of and concerning the ſame ſeveral premiſes. AND THIS INDENTURE FURTHER WITNESSETH, that as well for the better and more effectually ſettling the ſaid premiſes as for limiting and ſettling the ſeveral other manors, lordſhips, meſſuages, lands, tenements and hereditaments of the ſaid *Husband* to and for the ſeveral uſes, intents and purpoſes, and upon the ſeveral truſts, and ſubject to the ſeveral charges and proviſoes, and in the manner hereinafter expreſſed and declared, of and concerning the ſame ſeveral premiſes, and in conſideration of the ſum of 10s. of lawful money of Great Britain, to them the ſaid *Huſband* and *Wife*, in hand paid by the ſaid *General Truſtees* at or before the ſealing and delivering of theſe preſents. And alſo in

Appointment in purſuance of a power in the recited releaſe to the uſes after expreſſed.

Releaſe of huſband's lands.

consideration of the like sum of 10*s.* at the same time to the said *G H*, in hand paid by the said *General Trustees*, the receipt of which said several sums are hereby acknowledged, they the said *Husband* and *Wife* and *G H*, HAVE granted, bargained, sold, aliened, released and confirmed, and by these presents DO grant, bargain, sell, alien, release, and confirm unto the said *Trustees* (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said *Husband* and *Wife* and *G H*, in consideration of 5*s.* by indenture bearing date the day next before the day of the date of these presents for one whole year commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to their heirs. ALL THAT, &c. and all other the manors, lordships, messuages, lands, tenements, and hereditaments of him the said *Husband* whereof and wherein he or any other person or persons in trust for him is or are seised of any estate of inheritance in possession, reversion, or expectancy in his the said *Husband's* own right, and not in the right of the said *Wife*, situate, lying, and being in the said counties of Q. D. and D. or in any of them, or in any other county or place in England, or in the principality of Wales, with their and every of their rights, members and appurtenances, and all houses, outhouses, edifices, buildings, barns, stables, byers, cottages, gardens, orchards, lands, tenements, meadows, pastures, feedings, commons, common of pasture, timber, trees, woods, and the ground and soil thereof, underwoods, hedges, ditches, mounds, fences, ways, waters, watercourses, fisheries, rents, reversions, services, courts leet, views of frankpledge, courts baron, and other courts, profits of courts and whatsoever else to courts appertaineth, fines, amerciaments, deodands, waifs, estrays, heriots, goods of felons and fugitives, treasure trove, obventions, oblations, vicarages, advowsons, rights of presentation to church livings, tythes, tolls, duties, mines, minerals, collieries, lime and other kilns, lime-stone quarries, and other quarries, and other privileges, perquisites, wrecks, wears, forests, wharfs, quays, ferries, warrens, chief rents, alienations, and relief money; profits of fairs and markets, royalties, privileges jurisdictions, profits, commodities, easements, advantages, emoluments, hereditaments, and appurtenances whatsoever to the said manors, lordships, messuages, lands, tenements, hereditaments, and premises, and every or any of them

Parcels and general words.

them or any part thereof belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever both at law and in equity of them the said *Husband* and *Wife* and *G H*, either or any of them, of, in, to or out of the said premises, and every or any of them and every or any part thereof. TO HAVE AND TO HOLD all and singular the said manors, lordships, messuages, lands, tenements, hereditaments and premises hereby granted and released or mentioned or intended so to be with their and every of their appurtenances unto the said *Trustees* and their heirs, to the several uses and to and for the several ends, intents and purposes and upon the several trusts and under and subject to the several charges, powers, provisoes, conditions, limitations, declarations and agreements hereinafter limited, expressed and declared, of and concerning the same several premises. AND IT IS HEREBY DECLARED AND AGREED by and between all the said parties to these presents, that as well the limitation, direction and appointment hereinbefore by these presents made by the said *Husband* and *Wife* of the hereditaments and premises comprised in the said recited indentures of lease and release and the said recovery as the said grant and release hereinbefore by these presents made by them and the said *G H* of the said premises together with the several other manors, lordships, messuages, lands, tenements, hereditaments and premises hereinbefore by them granted and released unto the said *General Trustees* and their heirs as is aforesaid, shall be and shall operate and enure to the several uses for the several intents and purposes upon the several trusts and under and subject to the several charges, powers, provisoes, conditions, limitations, and agreements hereinafter limited, expressed, and declared, of and concerning the same several premises (that is to say) AS FOR and concerning All that, &c. TO THE USE, INTENT AND PURPOSE that the said *Annuitant* and her assigns shall and may have, receive, take and enjoy yearly and every year for and during the term of her natural life one annual rent charge or yearly sum of £.126 of lawful money of Great Britain, to be yearly issuing, payable and going out of the said last mentioned hereditaments and premises, and to be payable and paid to the said *Annuitant* and her as-

Habendum.

To uses after expressed.

Declaration of the uses.

As to certain lands.

ſigns on the four moſt uſual feaſts or days of payment in the year, (that is to ſay) on the feaſt of St. Michael the Archangel, the feaſt of the birth of our Lord Chriſt, the feaſt of the annunciation of the bleſſed Virgin Mary, and the feaſt of the nativity of St. John the Baptiſt, yearly and every year by even and equal portions free and clear from and without any manner of deduction or abatement whatſoever for or in reſpect of any taxes, charges, aſſeſſments or impoſitions taxed, charged, aſſeſſed or impoſed on the ſaid annual rent charge or yearly ſum of £. 126, or on the ſaid manors and hereditaments charged therewith, or on the ſaid *Annuitant* or her aſſigns in reſpect thereof by authority of parliament or otherwiſe howſoever, or any other repriſes whatſoever; the firſt payment thereof to begin and be made on the feaſt of St. John the Baptiſt next enſuing the date of theſe preſents. AND

Power of diſtreſs. TO THIS FURTHER USE, INTENT AND PURPOSE, if it ſhall happen that the ſaid annual rent charge or yearly ſum of £. 126 or any part thereof ſhall at any time or times be behind or unpaid in the whole or in part by the ſpace of 20 days after any or either of the ſaid feaſts or days of payment hereinbefore limited and appointed for payment thereof, that then and from thenceforth and ſo often and from time to time as it ſhall ſo happen it ſhall and may be lawful to and for the ſaid *Annuitant* and her aſſigns into and upon the premiſes hereby charged with the payment of the ſaid annual rent charge of £. 126 as is aforeſaid, or into and upon any part thereof to enter and diſtrain and the diſtreſs and diſtreſſes then and there found to take, lead, drive, carry away and impound and in pound to detain until the ſaid annual rent charge or yearly ſum ſo unpaid and all arrears thereof, and all coſts, charges and expences in taking ſuch diſtreſs or diſtreſſes ſhall be fully ſatisfied and paid, and in default of payment in due time after any ſuch diſtreſs or diſtreſſes ſhall be ſo taken, to appraiſe, ſell, and diſpoſe of the ſame diſtreſs or diſtreſſes or otherwiſe to demean therein according to law, to the end and intent that thereby the ſaid annual rent charge or yearly ſum of £. 126 and all arrears thereof and all damages to be ſuſtained by reaſon of the non-payment thereof, and all coſts, charges and expences attending the recovery thereof ſhall be fully ſatisfied and paid. AND TO THIS FUR-

Power of entry. THER USE, INTENT AND PURPOSE, that if the ſaid annual rent charge or yearly ſum of £. 126 or any

part

part thereof ſhall be behind or unpaid for or by the ſpace of forty days next after any or either of the ſaid feaſts or days of payment hereinbefore limited and appointed for payment thereof, then and ſo often and from time to time as it ſhall ſo happen, although no formal demand ſhall be made of the ſaid annual rent charge or yearly ſum, or the arrears thereof, it ſhall and may be lawful to and for the ſaid *Annuitant* and her aſſigns during the term of her natural life into the ſame premiſes hereby charged with the payment of the ſaid yearly rent charge of £.126 as is aforeſaid, and into and upon every or any part thereof to enter, and the rents, iſſues and profits thereof to have, receive and take to her and their own uſe and benefit until thereby or therewith or otherwiſe all arrears of the ſaid annual rent charge or yearly ſum of £.126 then grown due, or that during ſuch poſſeſſion ſhall grow due, and all coſts, charges and expences attending ſuch entry upon and perception of the rents and profits of the ſame premiſes, and all damages that ſhe or they ſhall then have had or ſuſtained by reaſon of the non-payment of the ſaid annual rent charge or yearly ſum ſhall be fully ſatisfied and paid: ſuch poſſeſſion when taken to be without impeachment of waſte. AND AS TO, FOR AND CONCERNING all and ſingular the ſaid hereditaments ſo hereby charged with the payment of the ſaid annual rent charge or yearly ſum of £.126 to the ſaid *Annuitant* as aforeſaid with their and every of their rights, members and appurtenances, but ſubject nevertheleſs to and charged and chargeable with the ſaid yearly rent charge of £.126 and the remedies and powers hereby given and provided for ſecuring and recovering the ſame and without prejudice thereto, to the uſe of the ſaid *C C* and *D D Truſtees for ſecuring the rent charge*, their executors, adminiſtrators, and aſſigns from the day next before the day of the date of theſe preſents for and during the term of 100 years from thence next enſuing and fully to be complete and ended without impeachment of waſte, upon the truſts and ſubject to the ſeveral proviſoes, declarations, and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame term. AND AS to, for and concerning the ſaid hereditaments and premiſes ſo limited in uſe to them the ſaid *C C* and *D D (Truſtees)* their executors, adminiſtrators and aſſigns for and during the ſaid term of 100 years from and immediately after the end, expiration or other

Term of 100 years for ſecuring ditto.

And ſubject thereto as to land charged therewith.

ſooner determination of the ſame term, and in the mean time ſubject thereto and to the truſts thereof and charged and chargeable with the ſaid yearly rent charge of £.126, and the remedies and powers hereby given and provided for ſecuring and recovering the ſame. AND ALSO as to, for and concerning all ſingular other the manors, lordſhips, meſſuages, lands, tenements, hereditaments and premiſes hereinbefore by theſe preſents directed, limited, and appointed or granted and releaſed as is aforeſaid, with their and every of their appurtenances TO THE USE AND BEHOOF of the ſaid *Husband* and his aſſigns for and during the term of his natural life, without impeachment of or for any manner of waſte, and immediately from and after the determination of that eſtate by forfeiture or otherwiſe in the life time of the ſaid *Wife*, TO THE USE AND BEHOOF of the ſaid *General Truſtees* and their heirs during the natural life of the ſaid *Wife*, IN TRUST to preſerve the contingent remainders hereinafter limited from being defeated or deſtroyed and for that purpoſe to make entries and bring actions as occaſion ſhall require, yet nevertheleſs to permit and ſuffer the ſaid *Huſband* and his aſſigns to receive and take the rents, iſſues and profits of the ſaid premiſes during his natural life; and immediately from and after the deceaſe of the ſaid *Husband* TO THE USE of the ſaid *E F* and *G H*, (*Truſtees for raiſing portions*) their executors, adminiſtrators and aſſigns for and during the term of 1000 years from thence next enſuing, and fully to be compleat and ended without impeachment of waſte, upon the truſts and to and for the ends, intents and purpoſes and ſubject to the proviſoes, declarations and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame term, and immediately from and after the end, expiration or other ſooner determination of the ſaid term of 1000 years, and in the mean time ſubject thereto and to the truſts thereof, TO THE USE AND BEHOOF of the ſaid *Wife* and her aſſigns for and during the term of her natural life, and immediately from and after the deceaſe of the ſurvivor of them the ſaid *Husband* and *Wife* ſubject as aforeſaid, TO THE USE AND BEHOOF of the firſt ſon of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch firſt ſon, and in default of ſuch iſſue TO THE USE AND BEHOOF of the 2d ſon of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and the

And as to other lands compriſed in the above appointment and releaſe.

To huſband for life.

To truſtees to preſerve contingent remainders.

Remainder to other truſtees for 100 years to raiſe portions for younger children and for other purpoſes.

Remainder to wife for life.

Remainder to firſt and other ſon and ſons in tail general.

the heirs of the body of ſuch 2d ſon, and in default of ſuch iſſue, TO THE USE AND BEHOOF of the 3d, 4th, 5th, 6th, 7th, and all and every ſon and ſons of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, ſeverally, ſucceſſively and in remainder, one after another in order and courſe as they reſpectively ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch ſon and ſons, the elder of ſuch ſon and the heirs of his body being always preferred and to take before the younger of them and the heirs of his and their body and bodies, And in default of ſuch iſſue TO THE USE AND BEHOOF of all and every the daughter and daughters of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and of the heirs of the body and reſpective bodies of ſuch daughter and daughters equally to be divided between or amongſt ſuch daughters, if more than one, ſhare and ſhare alike as tenants in common and not as joint tenants, and if there ſhall be but one ſuch daughter, then to the uſe of ſuch only daughter and the heirs of her body; and in caſe there ſhall be more than one ſuch daughter and there ſhall be a failure of lawful iſſue of the body or bodies of any ſuch daughter and daughters then as to the original part and ſhare and parts and ſhares of ſuch daughter and daughters whoſe iſſue ſhall ſo fail, as well as to ſuch other part and ſhare and parts and ſhares as by virtue of this preſent clauſe ſhall have become veſted in or accrued unto her or them or any of the ſame daughter or daughters, or her or their iſſue, upon the failure of iſſue of any other or others of the ſaid daughters, TO THE USE of the remaining or others of the ſaid daughters, and the heirs of the body and reſpective bodies of ſuch remaining and other daughter or daughters, equally to be divided between or amongſt ſuch remaining and other daughter or daughters, if more than one ſhare and ſhare alike as tenants in common and not as joint tenants; and if there ſhall be but one ſuch remaining or other daughter, then to the uſe of that one daughter, and of the heirs of her body; and in default of ſuch iſſue, TO THE USE AND BEHOOF of the ſaid *Husband* party hereto, his heirs and aſſigns for ever. AND AS TO, FOR, AND CONCERNING the ſaid term of 100 years hereinbefore limited, in uſe to the ſaid C C and D D *Truſtees for ſecuring the rent charge*, their executors, adminiſtrators and

Remainder to daughters as tenants in common in tail.

Croſs remainders.

Remainder to huſband in fee.

Declaration of the truſt of the 100 years term to ſecure rent charge of 120l. a year.

and aſſigns, IT IS HEREBY DECLARED, that the ſaid term is ſo limited to them upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and ſubject to the proviſoes, declarations and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term, that is to ſay, *Upon truſt* for the better ſecuring to the ſaid *Annuitant* and her aſſigns, during her life, the due payment of the ſaid yearly rent charge, or annual ſum of £. 126 hereinbefore limited to her for her life, as is aforeſaid, and for that purpoſe, in caſe the ſaid annual rent charge or yearly ſum of £. 126, or any part thereof, ſhall happen to be behind or unpaid for or by the ſpace of three calendar months next after any or either of the ſaid feaſts or days hereinafter limited and appointed for payment thereof, and then and in ſuch caſe, and from time to time as often as it ſhall ſo happen, it ſhall and may be lawful to and for *C C* and *D D. Truſtees* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, by and out of the rents, iſſues and profits of the ſaid hereditaments and premiſes ſo limited in uſe to them for the ſaid term of 100 years as is aforeſaid, or by mortgage or ſale of a competent part thereof, or by bringing actions againſt any of the tenants or occupiers of the ſame premiſes for recovery of the ſame rents then in arrear, or by making entries upon the ſame premiſes, or by all or any the ways and means aforementioned, or by any other ways and means whatſoever, to levy, raiſe and pay ſuch arrears of the ſaid annual rent charge or yearly ſum of £. 126, as ſhall from time to time be due and unpaid, together with all ſuch coſts, damages, charges, and expences, as ſhe the ſaid *Annuitant*, her executors, adminiſtrators or aſſigns, or they the ſaid *C C and D D Truſtees*, or either of them, their or either of their executors, adminiſtrators, or aſſigns, ſhall expend, ſuſtain, or be put unto by reaſon of the non payment of the ſaid annual rent charge or yearly ſum of £. 126, or any part thereof, or otherwiſe in execution of the truſts of the ſaid term of 100 years, and ſubject to the aforeſaid truſts upon this further truſt, that they the ſaid *C C and D D Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, ſhall and do permit and ſuffer ſuch perſon or perſons as ſhall for the time being be intitled to the reverſion or remainder of the ſame premiſes expectant on the determination of the ſaid term of 100 years, to take and receive the overplus and reſidue of the

the rents and profits of the ſaid premiſes compriſed in the ſame term of 100 years, which ſhall from time to time remain after payment of the annual rent charge or yearly ſum of £. 126 and all arrears thereof, and ſuch coſts, charges, damages and expences as hereinbefore laſt mentioned, to and for his and their own uſe. PROVIDED ALWAYS and it is hereby declared, that after the deceaſe of the ſaid *Annuitant*, and payment unto her executors, adminiſtrators, or aſſigns, of the ſaid annual rent charge or yearly ſum of £. 126 and all arrears thereof, and payment of all ſuch coſts, charges, damages, and expences as are hereinbefore laſt mentioned and full performance or diſcharge of all the truſts of the ſame term of 100 years, then and from thenceforth the ſaid term of 100 years, or ſo much thereof as ſhall not be diſpoſed of under the truſts hereinbefore declared concerning the ſame term, ſhall ceaſe, determine and be void, but without prejudice to any ſale, mortgage, or diſpoſition, which ſhall have been made of all or any part of the premiſes compriſed in the ſame term for any of the purpoſes hereinbefore mentioned in purſuance of the truſts hereinbefore declared concerning the ſame term. AND AS TO, FOR AND CONCERNING the ſaid term of 1000 years hereinbefore limited in uſe to the ſaid *E F and G H Truſtees for raiſing Portions*, their executors, adminiſtrators and aſſigns, it is hereby declared, that the ſaid term is ſo limited to them upon the truſts, and to and for the ends, intents, and purpoſes, and ſubject to the proviſoes, declarations, and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame term (that is to ſay) UPON TRUST AND CONFIDENCE, that in caſe there ſhall happen to be an eldeſt or only ſon of the ſaid *Husband* on the body of the ſaid *Wife* begotten, and alſo one or more ſaid child or children between them two begotten, either born in the life-time or after the death of the ſaid *Husband*, then the ſaid *E F* and *G H*, *Truſtees*, or the ſurvivor of them or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do after the deceaſe of the ſaid *Huſband*, but ſubject and without prejudice to the raiſing and paying the ſaid annual rent charge or yearly ſum of £. 126 hereinbefore by theſe preſents limited to the ſaid *Annuitant* for her life as aforeſaid, and to the remedies and powers hereby given and provided for the ſecuring and recovering the ſame, as to the premiſes ſo charged therewith by ſale or other diſpoſition of the premiſes compriſed in

Proviſoe of ceaſing as to the term of 100 years.

Declaration of truſts of the 1000 years term to raiſe portions for the younger children.

in the ſaid term of 1000 years, or of a competent part thereof, for all or any part of the ſaid term of 1000 years, or by or out of the rents and profits of the ſaid premiſes, or by all or any of the ſaid ways and means raiſe and levy the ſum of £. 10,000 of lawful money of Great Britain for the portion or portions of all and every the child and children of the ſaid *Husband* by the ſaid *Wife*, other than and except ſuch eldeſt or only ſon as is aforeſaid, to be applied and paid at ſuch times, and in ſuch manner as is and are hereinafter mentioned (that is to ſay) IN CASE there ſhall be but one ſuch child, other than and except an eldeſt or only ſon, then the whole of the ſaid ſum of £. 10,000 to go and be paid to ſuch one child; and in caſe there ſhall be two or more ſuch children other than and except an eldeſt or only ſon, then the ſaid ſum of £. 10,000 to go and be equally divided between or amongſt ſuch children other than an eldeſt or only ſon. The ſaid portion and portions to belong to and be an intereſt veſted in ſuch child or children forwhom a portion or portions is or are hereby intended and provided, being a ſon or ſons at his or their reſpective age or ages of twenty-one years, or being a daughter or daughters at their reſpective age or ages of 21 years, or day or days of marriage which ſhall firſt happen, but to be paid at the reſpective times hereinafter mentioned, (that is to ſay) The portion and portions of ſuch child or children, being a younger ſon or younger ſons, to be paid to ſuch of them as ſhall be under the age of twenty-one years at the death of the ſaid *Huſband*, when and as they reſpectively ſhall attain the age of twenty-one years, and to ſuch of them as ſhall attain the age of twenty-one years in the life-time of the ſaid *Husband*, at the end of ſix calendar months next after his death, with intereſt from the time of his death after the rate of £. 4 per cent per annum, and the portion and portions is or are hereby intended and provided as ſhall be a daughter or daughters to be paid to ſuch of them as ſhall be under the age of twenty-one years and unmarried at the time of the death of the ſaid *Husband* at her and their reſpective age or ages, or reſpective day or days of marriage which ſhall firſt happen, and to ſuch of them as ſhall attain the age of twenty-one years, or be married in the life-time of the ſaid *Husband*, at the end of ſix calendar months next after his death, with intereſt from his death after the rate afore-mentioned. AND ALSO UPON THIS FURTHER TRUST, that the

Portions of ſons at 21, of daughters at 21 or marriage.

With maintenance in the mean time.

the ſaid *EF* and *GH*, *Truſtees*, and the ſurvivor of them and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do after the deceaſe of the ſaid *Husband*, but ſubject nevertheleſs and without prejudice as is hereinbefore mentioned, by and out of the rents and profits of the premiſes compriſed in the ſaid term of 1000 years, raiſe and levy ſuch yearly ſum and ſums of money for the maintenance and education of the child and children of the ſaid *Husband* and *Wife* for whom a portion or portions ſhall become payable as ſhall amount unto and be equivalent with the intereſt of his, her or their portion or portions after the rate of £. 4 per cent per annum, the ſaid yearly ſum and ſums for maintenance to be paid quarterly, at or on the feaſt days of the annunciation of the bleſſed Virgin Mary, the nativity of St. John the Baptiſt, St. Michael the Archangel, and the birth of our Lord Chriſt, in every year by even and equal portions, the firſt payment thereof to begin and be made at or on ſuch of the ſaid feaſts or days of payment as ſhall firſt or next happen after the deceaſe of the ſaid *Husband*. PROVIDED ALWAYS and it is hereby agreed that if any ſuch child for whom a portion is hereby intended and provided, being a daughter, ſhall depart this life before the portion hereby provided for her ſhall become veſted, or being a younger ſon ſhall depart this life or become an eldeſt or only ſon intitled to the freehold or inheritance of the ſaid premiſes immediately expecting on the deceaſe of the ſaid *Husband* and *Wife* before the portion hereby provided for him ſhall become veſted, then the portion hereby provided for every ſuch child ſo dying or for ſuch younger ſon ſo becoming an eldeſt or only ſon, ſhall from time to time go and accrue and belong unto the ſurvivor or ſurvivors and other or others of the ſaid children and ſhall be equally divided between or amongſt them, if more than one, and become veſted and be paid and payable to him or them at ſuch days and times and in the ſame manner as is or are hereinbefore directed, provided, and declared concerning his, her, or their original portion and portions reſpectively. AND ALSO that all every the part, ſhare or portions which by virtue of this proviſo ſhall go, accrue, or belong unto any ſuch ſurvivor or other child in caſe any ſuch child or children ſhall depart this life or become an eldeſt or only ſon before ſuch his, her, or their accruing part, ſhare or portion, or parts, ſhares, or portions, ſhall become veſted from time to time be ſubject and liable to ſuch

Clauſe of ſurvivorſhip.

Vid. Cafes Temp. Talbot 124, 2 Vern. 388.

ſuch right, chance, condition and contingency of accruer of ſurvivorſhip unto and for the benefit of the ſurvivors or ſurvivor or others or other of the ſaid children as hereinbefore is declared of and concerning the original portion and portions of ſuch child or children ſo dying or becoming an eldeſt or only ſon. PROVIDED ALSO, and it is hereby declared and agreed that no ſale or mortgage ſhall be made by the truſtee or truſtees of the ſaid term of 1000 years, for the time being, of any part of the premiſes compriſed in the ſaid term for raiſing the portion or portions hereby directed to be raiſed under the truſts of the ſame term until ſome or one of the ſaid portions ſhall become payable. PROVIDED ALWAYS, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents that in caſe the ſaid *Husband* ſhall in his life-time give, advance, or ſettle unto, for, or upon any child or children for whom a portion or portions is or are hereby intended and provided under the truſts of the ſaid term of 1000 years any ſum or ſums of money, lands, tenements, goods or chattels for or towards his, her or their advancement or preferment in marriage or otherwiſe, then ſuch ſum or ſums of money and the value of ſuch lands, tenements, goods and chattels ſo to be received by or advanced or given to or ſettled upon any ſuch child or children reſpectively, ſhall, if leſs than the portion or portions hereby provided for ſuch child or children reſpectively be accounted, deemed and taken as and for part of ſuch portion or portions reſpectively, but if equal to or more than ſuch portion or portions then ſhall be accounted, deemed and taken as and for the whole of ſuch portion or portions reſpectively, unleſs the ſaid *Husband* ſhall by writing under his hand ſignify and declare the contrary. AND IT IS HEREBY FURTHER DECLARED, that the ſaid term of 1000 years is ſo limited in uſe to them the ſaid *E F* and *G H*, *Truſtees*, their executors, adminiſtrators and aſſigns UPON FURTHER TRUST that they the ſaid *Truſtees* and the ſurvivor of them and the executors, adminiſtrators and aſſigns of ſuch ſurvivor ſhall and do from and after the deceaſe of the ſaid *Husband*, by ſale or mortgage of the premiſes compriſed in the ſaid term of 1000 years or of a competent part thereof, for all or any part of the ſame term, or by or out of the rents, iſſues and profits of the ſame premiſes, or by all or any of the ways and means hereinbefore mentioned, but ſubject neverthelefs

Settlement or advancement in father's life-time to be deemed in part of portion, unleſs the father directs the contrary.

Further truſt of the term of 1000 years to raiſe annuities after huſband's death as he by will ſhall appoint.

nevertheleſs and without prejudice to the performance of the truſts hereinbefore declared for raiſing portions and maintenances for the ſaid younger children, raiſe, levy and pay unto or in truſt for ſuch perſon or perſons reſpectively as the ſaid *Husband* ſhall by ſuch his laſt will and teſtament in writing, or any writing purporting to be his laſt will and teſtament as next hereinafter mentioned, direct, limit, or appoint for and during the natural life or lives of ſuch perſon or perſons ſo to be appointed reſpectively, ſuch annuity or annuities or yearly ſum or ſums not exceeding together in the whole the clear yearly ſum or amount of £.450, and in ſuch manner and ſubject to ſuch reſtrictions, conditions, and proviſoes concerning the application and payment thereof as the ſaid *Husband* by his laſt will and teſtament in writing, or any other writing purporting to be or in the nature of his laſt will and teſtament to be by him ſigned, ſealed, and publiſhed in the preſence of three or more credible witneſſes, ſhall direct, limit, or appoint: And in default of ſuch direction, limitation, or appointment, then upon truſt that they the ſaid *E F* and *G H*, *Truſtees for raiſing portions, &c.* and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do by any of the ways and means aforeſaid, but ſubject and without prejudice as hereinbefore is laſt mentioned, raiſe, levy and pay one annuity or yearly ſum of £. 400 unto *C. A.* brother of the ſaid *Husband* for and during the term of his natural life, and alſo one other annuity or yearly ſum of £.50 unto the ſaid *Annuitant* for and during the term of her natural life as an addition to the ſaid annual rent charge or yearly ſum of £.126 hereinbefore limited and ſecured unto her as is aforeſaid, the ſaid two annuities or yearly ſums of £.400 and £. 50 to be payable and paid reſpectively by four equal payments on, &c. the firſt payment of each the ſame annuities to be made on ſuch of the ſaid feaſts or days of payment as ſhall firſt and next happen after the deceaſe of the ſaid *Husband*: AND ALSO upon further truſt that in caſe the ſaid *Husband* ſhall pay off and diſcharge the ſaid principal ſums of £.1000 and £.70 now due and owing to the ſaid *P H* and *B T* reſpectively upon the two ſeveral and reſpective mortgages hereinafter mentioned, or any part of the ſaid ſums or either of them, or any other incumbrance or incumbrances, or any part thereof, now affecting the premiſes hereinbefore by theſe preſents granted

And in default of ſuch appointment to raiſe certain annuities.

Further truſt of that term to raiſe ſo much money as huſband ſhall pay in diſcharging ſome incumbrances and pay ſuch money to ſuch perſons as he by will ſhall direct, and in default of ſuch direction to his executors.

ed and releaſed, or any of them otherwiſe or by any other means than with the monies which the ſaid *Truſtees* and the ſurvivor of them and the heirs of ſuch ſurvivor is and are hereinafter by theſe preſents empowered to raiſe for that purpoſe by ſale of the ſaid premiſes or any part thereof as is hereinafter mentioned, then the ſaid *E F* and *G H*, *Truſtees*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor ſhall and do after the deceaſe of the ſaid *Husband* levy and raiſe by ſale or mortgage of the premiſes compriſed in the ſaid term of 1000 years or of a competent part thereof for all or any part of the ſame term, or by or out of the rents and profits of the ſame premiſes, or by all or any of the ways and means hereinbefore mentioned, but ſubject and without prejudice as hereinbefore is laſt mentioned, ſo much and ſuch ſums of money as the ſaid *Husband* ſhall ſo have paid in or towards diſcharge of the ſaid principal monies ſo due upon the ſaid mortgages or incumbrances, or any of them or any part thereof as is aforeſaid, and pay the ſame unto ſuch perſon or perſons and in ſuch parts and proportions and for ſuch intents and purpoſes as the ſaid *Husband* ſhall by his laſt will and teſtament in writing, or any writing purporting to be or being in the nature of his laſt will and teſtament, to be by him ſigned and ſealed in the preſence of and atteſted by three or more credible witneſſes, direct, limit or appoint; and in default of ſuch direction, limitation, or appointment, then unto the executors or adminiſtrators of the ſaid *Husband* party hereto. PROVIDED and it is hereby agreed, the ſaid *Husband*, his executors, adminiſtrators, or aſſigns ſhall not after he ſhall have paid off or diſcharged any ſuch incumbrances or any part thereof ſo as is aforeſaid, have or be conſidered as having in reſpect of the monies ſo paid by him for or towards ſuch diſcharge any other claim, lien, or charge upon the lands and hereditaments which ſtood liable to or affected by or compriſed in the incumbrance ſo charged, in part or in the whole, by him as is aforeſaid, of any other nature beſides that which is expreſsly given him in reſpect thereof upon the premiſes compriſed in the ſaid term of 1000 years under and by virtue of the ſaid laſt mentioned truſts of the ſame term. AND ALSO upon this further truſt, that they the ſaid *E F* and *G H*, *Truſtees*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do in caſe the ſaid *Husband* ſhall

Proviſo as to theſe payments in diſcharge of incumbrances.

Further truſt to raiſe 4000l. to be ſubject to huſband's will.

ſhall ſo direct or appoint by ſuch his laſt will and teſtament as hereinafter is mentioned, but not otherwiſe, raiſe and levy by ſale or mortgage of the premiſes comprized in the ſaid term of 1000 years or of a competent part thereof for all or any part of the ſame term or by or out of the rents and profits of the ſame premiſes, or by all or any of the ways and means hereinbefore mentioned, but ſubject and without prejudice as hereinbefore is laſt mentioned, ſuch further ſum or ſums of money not exceeding together in the whole the ſum of £. 4000, and pay the ſame to ſuch perſon or perſons in ſuch parts and proportions and for ſuch intents and purpoſes as the ſaid *Husband* by his laſt will and teſtament in writing, or any writing purporting to be his laſt will and teſtament, to be by him ſigned, ſealed, publiſhed, and declared in the preſence of and atteſted by three or more credible witneſſes, ſhall direct, limit, and appoint. AND IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties to theſe preſents, that they the ſaid *E F* and *G H*, *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do permit and ſuffer the rents and profits of the premiſes compriſed in the ſaid term of 1000 years, ſubject to the payment of the arrears of the ſaid rent charge of £. 126, as to ſuch part of the ſaid premiſes as are charged therewith and ſubject and without prejudice to the raiſing and paying of ſuch yearly ſums as are hereinbefore directed to be raiſed and paid for maintenance of the ſaid younger children to be had, received, and taken by the perſon or perſons to whom the reverſion or remainder of the premiſes immediately expectant on the determination of the ſaid term of 1000 years ſhall, by virtue of the uſes, intents and purpoſes hereinbefore limited, expreſſed, and declared, for the time being, belong or appertain until ſome or one of the portions, annuities, or ſums of money hereby directed to be raiſed ſhall become due and payable by virtue of the truſts aforeſaid. PROVIDED ALSO and it is hereby declared and agreed, that when all the portions and maintenances, annuities and ſums of money hereby directed and appointed to be raiſed by and under the truſts of the ſaid term of 1000 years ſhall have been raiſed and levied, or ſhall ceaſe to become payable, and all and every the truſts hereinbefore declared of and concerning the ſame term ſhall be

Proviſo to enable the remainder man to receive rents ſubject, &c.

Proviſo for ceaſing 1000 years term.

fully finiſhed and ſatisfied, or ſhall be diſcharged either by becoming unneceſſary or incapable of being performed, and the coſts and charges of the truſtees of the ſame term in and about the execution and performance of the ſaid truſts thereof ſhall have been paid and ſatisfied, then and from thenceforth the ſaid term of 1000 years, or ſo much thereof as ſhall not be diſpoſed of under the truſts hereinbefore declared concerning the ſame term, ſhall ceaſe, determine, and be abſolutely void, but without prejudice to any ſale, mortgage, or diſpoſition which ſhall have been made of all or any part of the ſaid premiſes compriſed in the ſame term, for all or any of the purpoſes hereinbefore mentioned in purſuance of the truſts hereinbefore declared concerning the ſame term. AND IT IS HEREBY DECLARED AND AGREED by and between the ſaid parties to theſe preſents to be the true intent and meaning of theſe preſents and of the direction, limitation, and appointment, and the grant and releaſe hereinbefore made, that it ſhall and may be lawful to and for the ſaid *General Truſtees* and the ſurvivor of them, and the heirs or aſſigns of ſuch ſurvivor, at any time hereafter, during the natural life of the ſaid *Husband*, and by his direction and appointment, to raiſe and levy the ſum of £.10,070 by ſale of ſuch part or parts of the ſaid premiſes as the ſaid *Husband* ſhall think proper for the purpoſe, of, or towards paying off and diſcharging the ſaid ſum of £.10,000 principal money, which is now due and owing to the ſaid *Mortgagee* on a mortgage to him of the ſaid premiſes, and of other incumberances now affecting the ſaid premiſes, and alſo of the ſum of £.70 which is now due and owing to the ſaid ——— on a mortgage to her of part of the hereditaments hereinafter by theſe preſents directed, limited, and appointed by the ſaid *Husband* and *Wife*, and to that end it ſhall and may be lawful to and for the ſaid *General Truſtees* and the ſurvivor of them, and the heirs of ſuch ſurvivor, by the direction and appointment of the ſaid *Husband*, ſignified by any writing or writings under his hand, to make ſale and diſpoſe of any part or parts of the ſaid manors, lordſhips, meſſuages, lands, tenements, hereditaments and premiſes hereinbefore directed, limited, and appointed, and granted and releaſed as is aforeſaid, (except the ſaid meſſuages, lands, tenements, and hereditaments ſo hereinbefore by theſe preſents charged with the payment of the ſaid annual rent charge or yearly ſum of £.126 to the ſaid

Power to ſell for raiſing money.

Annuitant

Annuitant as is aforeſaid) and the fee ſimple and intereſt thereof unto any perſon or perſons whomſoever, either together or in parcels, for the beſt price or prices that can be reaſonably got or procured for the ſame, and upon payment of the money ariſing by ſuch ſale or ſales of any part or parts of the ſame premiſes to ſign and give proper receipts for the monies for which the ſame ſhall be ſold, which receipt and receipts ſhall be a ſufficient diſcharge to any purchaſer or purchaſers for ſo much of the purchaſe money as ſhall be in ſuch receipt and receipts acknowledged or expreſſed to be received, and ſuch purchaſer or purchaſers ſhall not afterwards be anſwerable or accountable for any loſs, miſapplication, or non-application of the ſaid purchaſe money, or be in anywiſe concerned to ſee to the application thereof; and when any of the ſaid premiſes ſhall be ſo ſold and ſuch proper receipt or receipts ſhall be ſigned and given for the purchaſe money, all and every the manors, meſſuages, lands, tenements, and hereditaments ſo ſold and diſpoſed of, and the fee ſimple thereof, ſhall be and remain for ever from thenceforth freed and abſolutely diſcharged of and from all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, declarations and agreements in and by theſe preſents limited, expreſſed, and declared of, and concerning the ſame, and then and from thenceforth theſe preſents and the direction, limitation and appointment, and grant and releaſe, hereinbefore by theſe preſents made, and the ſeveral grants and aſſurances hereinbefore recited, ſhall operate, be and enured as to ſo much of the ſaid premiſes as ſhall be ſold and diſpoſed of, To the only proper uſe and behoof of ſuch purchaſer and purchaſers to whom the ſame ſhall be ſo reſpectively ſold and diſpoſed of, and his, her, and their heirs and aſſigns for ever, ſubject only to ſuch leaſes as ſhall have been thereof made purſuant to the powers hereinafter contained in that behalf. PROVIDED NEVERTHELESS, that the money which ſhall ariſe by ſuch ſale or ſales, or ſo much thereof as ſhall be ſufficient for that purpoſe, ſhall be thereupon applied and diſpoſed of by them the ſaid *General Truſtees* or the ſurvivor of them, or the heirs, executors, or adminiſtrators of ſuch ſurvivor, in or towards the diſcharge of the ſaid two principal ſums due upon the ſaid two mortgages, and the other incumbrances now affecting the premiſes as is aforeſaid. AND IT IS HEREBY AGREED AND DECLARED,

Proviſo to pay off the incumbrances.

Proviſo regulating the Premiſes to be exonerated.

CLARED, that the hereditaments compriſed in the ſaid mortgages ſhall, upon the diſcharge of the ſame mortgages reſpectively be conveyed, limited, and ſettled to and for the ſeveral uſes, intents, and purpoſes upon the ſeveral truſts, and under and ſubject to the ſeveral charges, limitations, declarations, and agreements which, under the uſes and limitations declared and contained in this preſent ſettlement ſtood limited and declared at or immediately before the time of ſuch diſcharge, of and concerning the equity of redemption of the ſame hereditaments reſpectively, or to, for, upon and ſubject to ſuch and ſo many of them as at the time of ſuch diſcharge or diſcharges reſpectively ſhall be undetermined or capable of taking effect. AND THAT the reſidue or overplus, if any, of the money or monies which ſhall ariſe by any ſuch ſale or ſales over and above what ſhall be ſufficient to diſcharge the ſaid incumbrances, ſhall thereupon, with all convenient ſpeed, be laid out and diſpoſed of by them the ſaid *General Truſtees*, or the ſurvivor of them or his heirs, by and with the conſent and approbation of the ſaid *Husband* and *Wife*, or the ſurvivor of them, teſtified by writing under their, his or her hands or hand, and be inveſted in the purchaſe of lands or hereditaments in that part of Great Britain called England, or within the principality of Wales, of a clear and indefeaſible eſtate of inheritance in fee ſimple in poſſeſſion, which ſhall be ſettled and aſſured by the ſaid *General Truſtees*, or the ſurvivor of them or his heirs, to ſuch and the ſame uſes and to and for ſuch and the ſame ends, intents, and purpoſes, and upon ſuch and the ſame truſts, and by, with, under and ſubject to the ſame charges, powers, proviſoes, limitations, declarations, and agreements as under, the uſes and limitations declared and contained in this ſettlement ſtood limited and declared at or immediately before the time of ſuch ſale or ſales reſpectively, to and concerning the hereditaments ſo ſold, or to, for, upon and ſubject to ſuch and ſo many of them as ſhall then be undetermined and capable of taking effect. AND WHEREAS by indentures of leaſe and releaſe bearing date reſpectively the 4th and 5th days of Auguſt laſt paſt, the releaſe being of ſix parts and made or mentioned to be made between the ſaid *Mother* of the firſt part; the ſaid *Husband* of the ſecond part; ——— ———, Eſqrs. of the third part; the ſaid *E F* of the fourth part; the ſaid *G H* of the fifth part; and the ſaid *A B* of the ſixth part, the caſtle, manors, lordſhips,

Overplus to be laid out in purchaſe of lands to be ſettled to ſame uſes.

Recital of leaſe and releaſe to make a tenant for a recovery of huſband's eſtate and for declaring the uſes thereof.

lordſhips, reeveſhip, meſſuages, lands, tenements, and hereditaments hereinafter mentioned, being the paternal eſtates of the ſaid *Husband*, were bargained, ſold, releaſed, and conveyed unto and to the uſe of the ſaid *G H* and his heirs to make him tenant of the freehold of the ſame eſtate and premiſes in order that a common recovery might be ſuffered thereof at the then next great ſeſſions for the ſaid county of *Q.* wherein the ſaid *A B* was to demand the ſame premiſes againſt the ſaid *G H*, who was to vouch the ſaid *Mother*, and ſhe to vouch the ſaid *Husband* and *Wife*, and they were to vouch over the common vouchee in the manner therein particularly directed, which common recovery it is hereby declared and agreed ſhould be and enure, and the recoveror therein and his heirs ſhould ſtand and be ſeiſed of the ſame hereditaments ſubject to an eſtate by the ſame indenture limited in uſe to the ſaid *Mother* for her life in part of the ſame hereditaments, *To the uſe* of ſuch perſon and perſons for ſuch eſtate and eſtates and upon ſuch truſts, and charged and chargeable in ſuch manner and ſubject to, by, with and under ſuch powers of revocation and other powers, proviſoes, conditions, limitations and agreements as the ſaid *Husband* and *Wife* at any time or times and from time to time during their joint lives by any deed or deeds, inſtrument or inſtruments in writing, to be ſealed and delivered by them in the preſence of and atteſted by two or more credible witneſſes, as ſhould jointly direct, limit, or appoint, and in default of and until ſuch joint direction or limitation, or in caſe any ſuch ſhould be, when and ſo ſoon as the eſtate and eſtates thereby limited and appointed ſhould reſpectively end and determine; and as to ſuch part or parts of the ſame premiſes whereof no ſuch direction, limitation or appointment ſhould be made, To the uſe and behoof of the ſaid *Husband* and during the joint natural lives of himſelf and of the ſaid *Ann* his wife, and from and after the deceaſe of ſuch of them the ſaid *Huſband* and *Wife* as ſhould happen to die firſt, to the ſole uſe and behoof of the ſurvivor of them the ſaid *Husband* and *Wife*, and of the heirs and aſſigns of ſuch ſurvivor for ever. AND WHEREAS at the great ſeſſions held for the ſaid county of *Q.* on the 24th day of Auguſt now laſt paſt, a good and ſufficient common recovery was ſuffered of the hereditaments and premiſes compriſed in the ſaid laſt recited indentures of leaſe and releaſe, in which recovery the ſaid *A B* was demandant,

Of the recovery accordingly.

demandant, the ſaid *G H* was tenant, who vouched the ſaid *Mother*, and ſhe vouched the ſaid *Huſband* and *Wife*, who vouched over the common vouchee as in and by the ſaid laſt recited indentures of leaſe and releaſe, and the record of the ſaid laſt mentioned recovery ſuffered in purſuance thereof, relation being thereto reſpectively had, may more fully and at large appear. NOW THIS INDENTURE FURTHER WITNESSETH, that in purſuance of the ſaid agreement and in conſideration of the ſaid ſettlement hereinbefore by theſe preſents made and made or mentioned to be made by the ſaid *Huſband* of the hereditaments and premiſes ſo hereinbefore reſpectively directed, limited, and appointed, and granted and releaſed as is aforeſaid, They, the ſaid *Huſband* and *Wife*, purſuant to and in exerciſe of the ſaid power and authority to them given and reſerved in and by the ſaid laſt recited indenture of releaſe, ſo declaring the uſes of the ſaid laſt mentioned recovery, and by force and virtue thereof, and of all and every other power and authority and powers and authorities to them in that behalf given or reſerved, or them in anywiſe thereto enabling, HAVE jointly directed, limited, and appointed, Do by this preſent deed or inſtrument in writing, ſealed and delivered by them in the preſence of and atteſted by the two credible perſons, whoſe names are intended to be hereupon indorſed as witneſſes, hereto jointly direct, limit or appoint that the ſaid laſt mentioned recovery ſhall henceforth be and enure, and the *A B*, the demandant, named in the ſaid recovery, and his heirs from henceforth, ſtand and be ſeiſed of the ſaid caſtle, manor, lordſhip, reeveſhip, meſſuages, lands, tenements, and hereditaments being the paternal eſtate of the ſaid *Wife*, mentioned and compriſed in the ſaid laſt recited indenture of releaſe, and the ſaid laſt mentioned recovery, to the ſeveral uſes for the ſeveral intents and purpoſes upon the ſeveral truſts, and under and ſubject to the ſeveral charges, powers, proviſoes, conditions, limitations, declarations, and agreements hereinafter mentioned and expreſſed of and concerning the ſame ſeveral premiſes. AND THIS INDENTURE further witneſſeth, for the better and more effectually ſettling the ſaid laſt mentioned caſtle, manors, lordſhips, reeveſhip, meſſuages, lands, tenements, and hereditaments to the ſeveral uſes and to and for the ſeveral intents and purpoſes, and upon the ſeveral truſts, and ſubject to the ſeveral charges and proviſoes, and in the manner hereinafter expreſſed

Appointment by huſband and wife in purſuance of a power in thoſe deeds contained.

Of her eſtate. To the uſes after expreſſed.

Releaſe of ſame lands.

expreſſed and declared, of and concerning the ſaid ſeveral premiſes, and in conſideration of 10s. of lawful money of Great Britain, to them the ſaid *Husband* and *Wife* in hand paid by the ſaid *A B* and *C D*, *General Truſtees*, at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, They the ſaid *Husband* and *Wife* HAVE granted, bargained, ſold, aliened, releaſed, and confirmed, and by theſe preſents DO grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *General Truſtees*, (in their actual poſſeſſion now being, &c.) and to their heirs, ALL, &c. TO HAVE AND TO HOLD all and ſingular the ſaid caſtle, manors, lordſhips, reeveſhip, meſſuages, lands, tenements, hereditaments, and premiſes laſt hereinbefore granted and releaſed by the ſaid *Husband* and *Wife*, or mentioned, or intended ſo to be, with their and every of their appurtenances unto the ſaid *General Truſtees* and their heirs for the ſeveral uſes, for the ſeveral intents and purpoſes upon the ſeveral truſts, and under and ſubject to the ſeveral charges, powers, proviſoes, conditions, declarations, and agreements hereinafter limited, expreſſed, and declared, of and concerning the ſame ſeveral laſt mentioned premiſes. AND IT IS HEREBY DECLARED AND AGREED by and between all the ſaid parties to theſe preſents, that as well the limitation, direction, and appointment laſt hereinbefore by theſe preſents made by the ſaid *Husband* and *Wife* of the ſaid caſtle, manors, lordſhips, reeveſhip, meſſuages, lands, tenements, hereditaments, and premiſes laſt hereinbefore directed, limited, and appointed, and granted and releaſed, or mentioned or intended ſo to be, being the paternal eſtate of the ſaid *Husband*, as the grant and releaſe hereinbefore by theſe preſents made by them of the ſame premiſes ſhall be and ſhall operate and enure to the ſeveral uſes to and for the ſeveral intents and purpoſes, and under and ſubject to the ſeveral charges, powers, proviſoes, conditions, limitations, declarations, and agreements hereinafter limited, expreſſed, and declared, of and concerning the ſame ſeveral premiſes, (that is to ſay) AS TO, &c. TO THE USE, INTENT AND PURPOSE that the ſaid *Mother* and her aſſigns ſhall and may have, receive, take and enjoy yearly and every year during the term of her natural life, one annual rent charge or yearly ſum of £. 100, of lawful money of Great Britain, to be yearly iſſuing, payable, and going out of the ſaid laſt mentioned

Habendum. To uſes after expreſſed.

Declarations of uſes.

Rent charge of 100l. a year out of part of the lands.

tioned hereditaments and premiſes, and to be papable and paid to the ſaid *Mother* and her aſſigns on the four moſt uſual feaſts or days of payment in the year, &c. free and clear from and without any deduction, defalcation or abatement whatſoever, for or in reſpect of any taxes, charges, aſſeſſments, or impoſitions, taxed, charged, aſſeſſed, or impoſed, or to be, &c. on the ſaid annual rent charge or yearly ſum of £. 100, or on the ſaid lands and hereditaments charged therewith, or on the ſaid *Mother* or her aſſigns in reſpect thereof by authority of parliament or otherwiſe howſoever, or any other repriſes whatſoever, the firſt payment thereof to be made on the feaſt of St. Michael the Archangel next enſuing the date of theſe preſents. AND TO

Power of diſtreſs. THIS FURTHER USE, INTENT AND PURPOSE, that if it ſhall happen that the ſaid annual rent charge or yearly ſum of £. 100, or any part thereof, ſhall at any time or times be behind or unpaid in the whole or in part after any or either of the ſaid feaſts or days of payment hereinbefore limited and appointed for payment thereof, then and from thenceforth, and ſo often, and from time to time as it ſhall ſo happen, and not otherwiſe, it ſhall and may be lawful to and for the ſaid *Mother* and her aſſigns into and upon the premiſes hereby charged with the payment of the ſaid annual rent charge or yearly ſum of £. 100 as is aforeſaid, or into or upon any part thereof to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found to take, lead, drive, carry away and impound and in pound to detain until the ſaid annual rent charge or yearly ſum ſo unpaid, and all arrears thereof, and all coſts, charges, and expences in taking ſuch diſtreſs or diſtreſſes ſhall be fully paid and ſatisfied, and in default of payment, in due time after any ſuch diſtreſs or diſtreſſes ſhall be ſo taken to appraiſe and ſell and diſpoſe of the ſame diſtreſs or diſtreſſes, or otherwiſe to demean therein according to law, to the end and intent that thereby the ſaid annual rent charge or yearly ſum of £. 100 and all arrears thereof, and all damages to be ſuſtained by reaſon of the non-payment thereof, and all coſts, charges, and expences attending the re-

Power of entry. covery thereof ſhall be fully ſatisfied and paid. AND TO THIS FURTHER USE, INTENT, AND PURPOSE, that if the ſaid annual rent charge or yearly ſum of £. 100, or any part thereof, ſhall be behind or unpaid by or for the ſpace of forty days after any or either of the ſaid feaſts or days hereinbefore limited and appointed for the payment thereof, then and

ſo

ſo often, and from time to time as it ſhall ſo happen, although no formal demand ſhall be made of the ſaid annual rent charge or yearly ſum, or the arrears thereof, it ſhall and may be lawful to and for the ſaid *Mother* and her aſſigns, during the term of her natural life, into the premiſes hereby charged with the payment of the ſaid annual rent charge or yearly ſum of £.100 as is aforeſaid, and into and upon every or any part thereof to enter, and the rents, iſſues, and profits thereof to have, receive and take, to and for her and their own uſe and benefit until thereby or therewith, or otherwiſe, all arrears of the ſaid annual rent charge or yearly ſum of £.100 then grown due or that during ſuch poſſeſſion ſhall grow due, and all coſts, charges, and expences attending ſuch entry upon and perception of the rents and profits of the ſame premiſes, and all damages that ſhe or they ſhall then have had or ſuſtained by reaſon of the non-payment of the ſaid annual rent charge or yearly ſum ſhall be fully ſatisfied and paid, ſuch poſſeſſion when taken to be without impeachment of waſte. And as, to, for and concerning all and ſingular the ſaid hereditaments ſo hereby charged with the payment of the ſaid annual rent charge or yearly ſum of £.100 to the ſaid *Mother* as is aforeſaid, with their and every of their rights, members, and appurtenances, but ſubject nevertheleſs to and charged and chargeable with the ſaid yearly rent charge of £.100, and the remedies and powers hereby given and provided for ſecuring and recovering the ſame, and without prejudice thereto. TO THE USE of the ſaid *C C* and *D D*, *Truſtees*, their executors, adminiſtrators, and aſſigns from the day next before the day of the date of theſe preſents for and during the term of 99 years from thence next enſuing, and fully to be compleat and ended without impeachment of waſte upon the truſts, and ſubject to the proviſoes, declarations, and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term. And as to, for and concerning the ſaid hereditaments and premiſes ſo limited in uſe to the ſaid *C C* and *D D*, *Truſtees*, their executors, adminiſtrators, and aſſigns, for and during the ſaid term of 99 years, from and immediately after the end, expiration or other ſooner determination of the ſame term, and in the mean time ſubject thereto and to the truſts thereof, and charged and chargeable with the ſaid yearly rent charge of £.100, and the remedies and powers hereby given and provided for ſecuring and

Remainder to truſtees for 99 years for better ſecuring ſaid rent charge.

Remainder and as to the lands charged with ſaid rent charge.

As to the other lands appointed and releaſed.

and recovering the ſame. AND ALSO as to for and concerning all and ſingular other the manors, lordſhips, reeveſhips, meſſuages, lands, tenements, hereditaments, and premiſes laſt hereinbefore directed, limited, and granted, and releaſed, with their and every of their appurtenances, TO THE USE AND BEHOOF of the ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators, and aſſigns from the day of the date of theſe preſents, for and during the term of 100 years from thence next enſuing, and fully to be compleated and ended without impeachment of waſte upon the truſts, and to and for the ends, intents, and purpoſes, and ſubject to the proviſoes, declarations and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term, and from and immediately after the end, expiration, or other ſooner determination of the ſaid term of 100 years, and in the mean time ſubject thereto and to the truſts thereof. TO THE USE AND BEHOOF of the ſaid *Husband* and his aſſigns for and during the term of his life, without impeachment of or for any manner of waſte, and immediately from and after the determination of that eſtate by forfeiture or otherwiſe in the life time of the ſaid *Husband*, TO THE USE AND BEHOOF of the ſaid *General Truſtees* and their heirs during the natural life of the ſaid *Husband*, IN TRUST to preſerve the contingent remainders hereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be and require, yet nevertheleſs to permit and ſuffer the ſaid *Husband* and his aſſigns to recover and take the rents, iſſues, and profits of the ſame premiſes during his natural life, and immediately from and after the deceaſe of the ſaid *Husband* TO THE USE OF the ſaid *Truſtees*, their executors, adminiſtrators, and aſſigns for and during the term of 600 years from thence next enſuing, and fully to be compleat and ended without impeachment of waſte upon the truſts, and to and for the ends, intents, and purpoſes, and ſubject to the proviſoes, declarations, and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term, and immediately from and after the end, expiration, or other ſooner determination of the ſaid term of 600 years, and in the mean time ſubject thereto and to the truſts thereof, TO THE USE AND BEHOOF of the ſaid *Wife* and her aſſigns for and during the term of her life, without impeachment of or for any

To truſtees for 100 years.

To ſecure wife's pin-money.

Remainder to huſband for life.

Remainder to truſtees to preſerve contingent remainders.

Remainder to truſtees for 600 years to raiſe portions for younger children and for other purpoſes.

Remainder to wife for life.

any manner of waſte, and from and immediately after the determination of that eſtate, by forfeiture or otherwiſe in the life time of the ſaid *Husband*, TO THE USE AND BEHOOF of the ſaid *General Truſtees* and their heirs during the life of the ſaid *Wife*, in truſt to preſerve the contingent remainders hereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be and require, yet nevertheleſs to permit and ſuffer the ſaid *Wife* and her aſſigns to receive and take the rents, iſſues, and profits of the ſame premiſes during her natural life, and from and after the deceaſe of the ſurvivor of them the ſaid *Husband* and *Wife*, ſubject as aforeſaid, TO THE USE AND BEHOOF of the firſt ſon of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch firſt ſon, and in default of ſuch iſſue, TO THE USE AND BEHOOF of the ſecond ſon of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and the heirs of the body of ſuch ſecond ſon, and in default of ſuch iſſue, TO THE USE AND BEHOOF of the 3d, 4th, 5th, 6th, 7th, and all and every other ſon and ſons of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, ſeverally, ſucceſſively and in remainder, one after another in order and courſe as they reſpectively ſhall be in priority of birth, and the ſeveral and reſpective heirs of the body and bodies of all and every ſuch ſon and ſons, the eldeſt of ſuch ſons and the heirs of his body being always preferred and to take before the younger of them and the heirs of his body; and in default of ſuch iſſue TO THE USE AND BEHOOF of all and every the daughter and daughters of the body of the ſaid *Husband* on the body of the ſaid *Wife* to be begotten, and the heirs of the body and reſpective bodies of ſuch daughter and daughters, equally to be divided between ſuch daughters, if more than one, ſhare and ſhare alike as tenants in common and not as joint tenants, and if there ſhall be but one ſuch daughter, then to the uſe of ſuch only daughter and the heirs of her body; and in caſe there ſhall be more than one ſuch daughter and there ſhall be a failure of lawful iſſue of the body or bodies of any ſuch daughter and daughters then as to the original part and ſhare and parts and ſhares of ſuch daughter and daughters whoſe iſſue ſhall ſo fail, as well as to ſuch other part ſhare and and parts and ſhares as by virtue of this preſent clauſe

Remainder to truſtees to preſerve contingent remainders.

Remainder to firſt and other ſons in tail general.

Remainder to daughters in tail general as tenants in common.

Croſs remainders.

clauſe ſhall have become veſted in or have accrued unto any of the ſame daughter or daughters, or her or their iſſue upon the failure of iſſue of any other of the ſaid daughters, TO THE USE of the remaining and other and others of the ſaid daughter and daughters, and the heirs of the body and reſpective bodies and ſuch remaining and other daughter or daughters, equally to be divided between ſuch remaining and other daughter or daughters, if more than one, ſhare and ſhare alike as tenants in common and not as joint tenants; and if there ſhall be but one ſuch remaining or other daughter, then to the uſe of that daughter and the heirs of her body; and in default of ſuch iſſue, TO THE USE AND BEHOOF of the ſaid *Wife*, her heirs and aſſigns for ever. AND AS TO, FOR, AND CONCERNING the ſaid term of 99 years hereinbefore limited, in uſe to the ſaid *C C* and *D D*, *Truſtees*, their executors, adminiſtrators and aſſigns, IT IS HEREBY DECLARED, that the ſame term is ſo limited to them upon the ſeveral truſts, and to and for the ſeveral ends, intents, and purpoſes, and ſubject to the proviſoes, declarations and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term, that is to ſay, UPON TRUST, for the better ſecuring to the ſaid *Mother* and her aſſigns, during her life, the due payment of the ſaid yearly rent charge, or annual ſum of £. 100 hereinbefore limited to her for her life, as is aforeſaid, and for that purpoſe, in caſe the ſaid annual rent charge or yearly ſum of £. 100, or any part thereof, ſhall happen to be behind or unpaid for or by the ſpace of three calendar months next after either or any of the ſaid feaſts or days of payment hereinbefore limited and appointed for payment thereof, then and in ſuch caſe, and from time to time as it ſhall ſo happen, it ſhall and may be lawful to and for *C C* and *D D*, *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, by and out of the rents, iſſues and profits of the ſaid hereditaments and premiſes ſo limited in uſe to them for the ſaid term of 99 years as is aforeſaid, or by mortgage or ſale of a competent part thereof, or by bringing actions againſt any of the tenants or occupiers of the ſame premiſes for recovery of the rents then in arrear, or by making entries upon the ſame premiſes, or by all or any the ways and means aforementioned, or by any other ways and means whatſoever, to levy,

Reverſion to wife in fee.

Truſt of term of 99 years to ſecure rent charge of 100l. per an. to ſaid mother.

levy, raiſe and pay ſuch arrears of the ſaid annual rent charge or yearly ſum of £.100, as ſhall from time to time be due and unpaid, together with all ſuch damages, coſts, charges, and expences, as ſhe the ſaid *Mother*, her executors, adminiſtrators or aſſigns, as they the ſaid *C C and D D, Truſtees*, or either of them, their or either of their executors, adminiſtrators, or aſſigns, ſhall expend, ſuſtain, or be put unto by reaſon of the non-payment of the ſaid rent charge or yearly ſum of £. 100, or any part thereof, or otherwiſe in execution of the truſts of the ſaid term of 99 years, and ſubject to the aforeſaid truſts upon this further truſt, that they the ſaid *C C and D D, Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor, ſhall and do permit and ſuffer ſuch perſon or perſons as ſhall from time being be intitled to the reverſion or remainder of the ſame premiſes expectant on the determination of the ſaid term of 99 years, to take and receive the overplus and reſidue of the rents and profits of the ſaid premiſes compriſed in the ſame term of 99 years, which ſhall from time to time remain after payment of the ſaid annual rent charge or yearly ſum of £.100, and all arrears thereof, and all ſuch coſts, charges, damages and expences as are hereinbefore laſt mentioned, to and for his, her, and their own uſe. PROVIDED ALWAYS and it is hereby declared, that after the deceaſe of the ſaid *Mother*, and payment unto her executors, adminiſtrators, or aſſigns, of the ſaid annual rent charge or yearly ſum of £.100 and all arrears thereof, and payment of all ſuch coſts, charges, damages, and expences as are hereinbefore laſt mentioned and full performance or diſcharge of all the ſaid truſts of the ſame term of 99 years or ſo much thereof as ſhall not be diſpoſed of under the truſts hereinbefore declared concerning the ſame term, ſhall ceaſe, determine and be void, but without prejudice to any ſale, mortgage, or diſpoſition, which ſhall have been made of all or any part of the premiſes compriſed in the ſame term for all or any of the purpoſes hereinbefore mentioned in purſuance of the truſts hereinbefore declared concerning the ſame term. AND AS TO, FOR AND CONCERNING the ſaid term of 100 years of and in the ſaid laſt mentioned caſtle, manors, lordſhips, reeveſhip, meſſuages, lands, tenements, hereditaments, and premiſes hereinbefore limited in uſe to the ſaid *J K and L M, Truſtees*, their executors, adminiſtrators and aſſigns as is aforeſaid, it is hereby

Proviſoe for ceaſing that term.

Truſt of 100 years term to ſecure wife's pin-money of 100l. a year.

by declared, that the ſame term is ſo limited to them upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and ſubject to the proviſoes and agreements hereinafter mentioned, expreſſed, and declared, of and concerning the ſame term, (that is to ſay) UPON TRUST and to the intent and purpoſe that they the ſaid *Truſtees* and the ſurvivor of them, and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do yearly and every year during the joint natural lives of the ſaid *Husband* and *Wife*, but ſubject and without prejudice to the raiſing and paying the ſaid annual rent charge or yearly ſum of £.100 hereinbefore mentioned, limited to the ſaid *Mother* for her life as is aforeſaid, and to the powers and remedies hereby given and provided for ſecuring and recovering the ſame, as to the premſes ſo charged therewith, by and out of the rents, iſſues, and profits of the ſaid hereditaments and premiſes ſo limited in uſe to them the ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators, and aſſigns, for the ſaid term of 100 years, in the firſt place raiſe and levy one annuity or yearly ſum of £.100 of lawful money of Great Britain, free and clear of &c. from and without any deduction or abatement whatſoever for or in reſpect of any taxes, charges, aſſeſſments, or repriſes whatſoever, and do and ſhall from time to time pay the ſame annuity or yearly ſum unto ſuch perſon and perſons, and to and for ſuch intents and purpoſes, and in ſuch manner and form as ſhe the ſaid *Wife* ſhall from time to time notwithſtanding her coverture by any note or writing under her hand direct or appoint; and in default of and until ſuch direction or appointment, and when and as often as ſuch direction or appointment ſhall be made, do and ſhall pay the ſame yearly ſum, or ſo much thereof concerning which no ſuch direction or appointment ſhall be made, into the proper hands of her the ſaid *Wife* for her own ſole and ſeparate uſe and benefit, to the intent that the ſaid annuity or yearly ſum or any part thereof may not be ſubject or liable to the controul, order, direction, debts, or engagements, or incumberances of the ſaid *Husband*, but may be abſolutely at her own ſeparate diſpoſal as if ſhe were ſole and unmarried, and the receipt or receipts of the ſaid *Wife*, or of any ſuch perſon or perſons to whom ſhe ſhall from time to time direct or appoint, the ſame annuity or yearly ſum, or any part thereof, to be paid as is aforeſaid, ſhall from time to time be a ſufficient diſcharge notwithſtanding her

her coverture for ſo much of the ſame annuity or yearly ſum of £.100 as in ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received, the ſame annuity or yearly ſum to be paid and payable on, &c. the firſt payment thereof to begin and be made on, &c. and the ſaid term of 100 years is hereby alſo declared to be ſo limited in uſe to the ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators, and aſſigns, UPON THIS FURTHER TRUST, that in caſe any difference or diſagreement ſhall hereafter happen to ariſe between the ſaid *Husband* and *Wife* ſo as to cauſe a ſeparation between them, then that they the ſaid *Truſtees* and the ſurvivor of them, and the executors, adminiſtrators, or aſſigns of ſuch ſurvivor, ſhall and do, but ſubject and without prejudice as is hereinbefore laſt mentioned, by and out of the rents, iſſues, and profits of the ſaid hereditaments and premiſes ſo limited in uſe to them for the ſaid term of 100 years, during ſuch time as ſuch ſeparation ſhall continue, raiſe, levy, pay, and diſpoſe of one annuity or further yearly ſum of £.800 of like lawful money over and above and beſides the hereinbefore laſt mentioned annuity or yearly ſum of £.100, free and clear of and from and without any deduction or abatement whatſoever for or in reſpect of any taxes, charges, aſſeſſments, impoſitions, or repriſes whatſoever, and ſhall and do from time to time pay the ſame annuity or yearly ſum of £.800 unto ſuch perſon and perſons and for ſuch intents and purpoſes and in ſuch manner and form as the ſaid *Wife* ſhall from time to time, notwithſtanding her coverture, by any note or writing under her hand direct and appoint, and in default of and until ſuch direction or appointment, and when and as often as no ſuch direction or appointment ſhall be made, do and ſhall pay the ſame annuity or yearly ſum of £.800, or ſo much thereof concerning which no ſuch direction or appointment ſhall be made, into the proper hands of her the ſaid *Wife* for her own ſole and ſeparate uſe and benefit, to the intent that the ſaid annuity or yearly ſum of £.800 may not be ſubject or liable to the controul, order, direction, debts, and engagements, or incumbrances of the ſaid *Husband*, but may be abſolutely at her own ſeparate diſpoſal as if ſhe were ſole and unmarried, and for her own ſeparate ſupport and ſubſiſtance, and for buying and providing clothes and other neceſſaries for her during ſo long time as ſhe and her ſaid *Husband* ſhall live ſeparate and apart

And further truſt of that term to raiſe 800l. a year for wife in caſe of a ſeparation between her and her huſband.

apart from each other, and the receipt and receipts of the ſaid *Wife* alone, under her hand, or of ſuch perſon and perſons to whom ſhe ſhall from time to time ſo direct or appoint the ſame annuity or yearly ſum of £.800, or any part thereof to be paid, ſhall from time to time, notwithſtanding her coverture, be a ſufficient diſcharge for ſo much of the ſaid annuity of £.800 as in ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received.

Proviſoe for ceaſing the 800l. a year in certain events.

PROVIDED ALWAYS that if the ſaid *Wife*, or any perſon or perſons on her behalf, in caſe ſuch a ſeparation ſhall take place, ſhall at any time thereafter commence or proſecute any ſuit or ſuits in any court or courts whatſoever to enforce the ſaid *Husband* to cohabit with the ſaid *Wife*, or to compel him to pay or allow unto her for alimony or maintenance whilſt they ſhall be ſeparate and apart any ſum or ſums of money other than or beſides the ſaid annuities or yearly ſums of £.100 and £.800 hereby provided for her under the truſts of the ſaid term of 100 years, ſo limited in uſe to the ſaid *J K* and *L M*, their executors, adminiſtrators, and aſſigns, or if any ſum or ſums of money ſhall be recovered againſt him the ſaid *Huſband* for any debt or debts to be contracted by the ſaid *Wife*, or for or in reſpect of any bargains, quarrels, treſpaſſes, or any other thing which during ſuch ſeparation, if it ſhall happen, ſhall be occaſioned, made, committed, or done by her the ſaid *Wife*, or if the ſaid *Husband* and *Wife* ſhall agree to cohabit together again, or if the ſaid *Wife* ſhall at any time during ſuch ſeparation actually refuſe or for the ſpace of ſix calender months wilfully neglect or forbear to grant and duly execute or concur with the ſaid *Husband* in granting or duly executing any leaſe or leaſes of the eſtates which ſhe is ſeiſed of and entitled to for her life in the county of C. which were deviſed to her in fee by her late *Husband*, or any of them, or any part thereof, purſuant to the power given and reſerved to her in that behalf in and by a certain indenture of releaſe, bearing date on or about the 4th day of February, in the year of our Lord 1767, and made or mentioned to be made between, &c. then and in any of theſe caſes and from thenceforth the charges of the *Truſtees* in the execution of the ſaid truſts relating to the ſaid yearly ſum of £.800, and all arrears of the ſaid yearly ſum of £.800 up to ſuch time being firſt ſatisfied and diſcharged, the ſaid yearly ſum of £.800 ſhall then ceaſe to be payable, and the ſaid premiſes ſo limited in uſe to the

ſaid

ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators and aſſigns, during the ſaid term of 100 years, ſhall be thenceforth exonerated and diſcharged from the levying and raiſing the ſaid yearly ſum of £.800, but nevertheleſs the ſame premiſes ſhall be and continue ſubject to the ſeveral other truſts hereinbefore mentioned and declared concerning the ſame term of 100 years. PROVIDED ALSO, that if the ſaid *Husband* ſhall from time to time during the joint lives of himſelf and the ſaid *Wife* well and truly pay or cauſe to be paid unto the ſaid *Wife*, or to any other perſon or perſons by her direction or appointment, in writing under her hand, for her ſeparate uſe and benefit or diſpoſal, the yearly ſum of £.100, in ſuch manner and at ſuch times as the ſaid yearly ſum of £.100 is hereby limited and appointed to be paid under the truſts of the ſaid term of 100 years, ſo limited in uſe to the ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators, and aſſigns, and alſo if the ſaid *Husband* ſhall from time to time after ſuch ſeparation as is aforeſaid, in caſe the ſame ſhall ever happen between him and his ſaid *Wife*, well and truly pay or cauſe to be paid unto the ſaid *Wife* for and during the continuance of ſuch ſeparation, or to any other perſon or perſons, by her direction or appointment in writing under her hand, for her ſeparate uſe, benefit, ſupport, and maintenance the further yearly ſum of £.800, in ſuch manner and at ſuch times, and under and ſubject to ſuch proviſoes or conditions as are hereinbefore mentioned reſpecting the ſaid ſum of £.800 hereby ſo limited and appointed to be paid in caſe of ſuch ſeparation under the truſt of the ſaid laſt mentioned term of 100 years, it ſhall and may be lawful to and for the ſaid *Husband* and his aſſigns in ſuch caſe, and not otherwiſe, to receive and take to his and their own uſe the whole rents, iſſues and profits of the ſame hereditaments and premiſes ſo limited in uſe to the ſaid *J K* and *L M*, *Truſtees*, their executors, adminiſtrators, and aſſigns for the ſaid term of 100 years during the joint lives of the ſaid *Husband* and *Wife*, and ſubject and without prejudice as is aforeſaid. PROVIDED ALSO, that after the deceaſe of either of them the ſaid *Husband* and *Wife*, when all the arrears of the ſaid yearly ſum of £.100, and alſo the ſaid yearly ſum £.800, if it ſhall happen to become payable according to the truſts aforeſaid, and the true intent and meaning of theſe preſents, ſhall have been ſatisfied and paid, and all the truſts of the ſame term of 100 years ſhall

Proviſo in favour of the remainder man in caſe of his payment of the annuities ſecured by the term.

Proviſo for ceaſing the term.

have been fully executed and performed, and the coſts and charges of the truſtees of the ſame term in the execution of the ſaid truſts thereof ſhall have been raiſed and diſcharged, then and from thenceforth the ſaid term of 100 years ſhall ceaſe and determine, and be abſolutely void.

Truſts of the 600 years term

AND AS TO, FOR AND CONCERNING the ſaid term of 600 years of and in the ſaid laſt mentioned hereditaments and premiſes hereinbefore limited in uſe to the ſaid *E F* and *G H*, *Truſtees*, their executors, adminiſtrators and aſſigns as is aforeſaid, It is hereby declared that the ſame term is ſo limited to them upon the ſeveral truſts, and to and for the ſeveral intents and purpoſes, and ſubject to the proviſoes and agreements hereinafter mentioned, expreſſed and declared, of and concerning the ſame term,

to raiſe portions for the younger children.

(that is to ſay) UPON TRUST AND CONFIDENCE, that in caſe there ſhall be an eldeſt or only ſon of the ſaid *Husband* on the body of the ſaid *Wife* begotten, and alſo one or more other child or children between them two begotten, either born in the life-time or after the death of the ſaid *Husband*, then the ſaid *E F* and *G H*, *Truſtees*, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, ſhall and do after the deceaſe of the ſaid *Huſband*, but ſubject and without prejudice to the preceding eſtate and truſts hereinbefore limited and declared, of and concerning the ſame hereditaments ſo limited to them the ſaid *E F* and *G H*, *Truſtees*, their executors, adminiſtrators, or aſſigns, for the ſaid term of 600 years, by ſale or mortgage of the ſaid premiſes compriſed in the ſame term of 600 years, or of a competent part thereof, for all or any part of the ſaid term of 600 years, or by or out of the rents and profits of the ſaid premiſes, or by all or any of the ſaid ways and means, raiſe and levy the ſum of £.10,000 of lawful money of Great Britain for the portion and portions of all and every the child and children of the ſaid *Husband* and *Wife*, other than ſuch eldeſt or only ſon as is aforeſaid, to be applied and paid at ſuch times, and in ſuch manner as is and are hereinafter mentioned

Payable as above directed in regard to the portions for younger children to be raiſed out of huſband's eſtate.

(that is to ſay) IN CASE there ſhall be but one ſuch child, other than and except an eldeſt or only ſon, then the whole of the ſaid ſum of £.10,000 to go and be paid to ſuch one child; and in caſe there ſhall be two or more ſuch children other than except an eldeſt or only ſon, then the ſaid ſum of £.10,000 to go and be equally divided between or amongſt ſuch children other than an eldeſt or only

only ſon; ſuch portion and portions to be payable and become veſted at ſuch and the ſame days and times reſpectively with ſuch and the ſame benefit of ſurvivorſhip and accruer, and to be attended with ſuch maintenances until ſuch portion or portions ſhall become payable reſpectively, and become ſubject to, and under ſuch and the ſame proviſoes, conditions, limitations, declarations, and agreements, in all reſpects as are hereinbefore mentioned, expreſſed, and declared, of and concerning the portion and portions hereinbefore limited and directed to be raiſed for ſuch younger child or children under the truſts of the ſaid term of 1000 years hereinbefore limited in uſe to the ſaid *EF* and *GH*, *Truſtees*, their executors, adminiſtrators, and aſſigns, of and in the hereditaments and premiſes, the eſtates of the ſaid *Huſband*, which were hereinbefore by theſe preſents granted and releaſed by the ſaid *Huſband* and *Wife* and *GH*, *Truſtee*, as aforeſaid. AND ALSO UPON FURTHER TRUST, that they the ſaid *EF* and *GH*, *Truſtees*, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall and do from and after the deceaſe of the ſaid *Wife*, in caſe the ſaid *Wife* ſhall ſo direct, limit, or appoint by ſuch her laſt will and teſtament, or any writing purporting to be her laſt will and teſtament, as is next hereinafter mentioned, but not otherwiſe, raiſe and levy by ſale or mortgage of the premiſes compriſed in the ſaid term of 600 years, or of a competent part thereof, for all or any part of the ſame term, or by or out of the rents and profits of the ſame premiſes, or by all or any of the ſaid ways and means, ſuch ſum or ſums not exceeding together in the whole the ſum of £.4000 of lawful money of Great Britain, and pay the ſame unto ſuch perſon and perſons, for ſuch intents and purpoſes as ſhe the ſaid *Wife*, notwithſtanding her coverture, ſhall by her laſt will and teſtament, to be by her ſigned, ſealed, and publiſhed in the preſence of three or more credible witneſſes direct, limit, and appoint. PROVIDED ALWAYS, and it is hereby declared, that when all the portions and maintenance and other the ſum and ſums of money hereby directed and appointed to be raiſed by and under the ſaid truſts of the ſaid term of 600 years, ſhall have been raiſed and levied or ſhall ceaſe to become payable, and all and every the ſaid truſts hereinbefore declared, of and concerning the ſame term, ſhall be fully performed and ſatisfied, or ſhall be diſcharged either by becoming unneceſſary or incapable of being performed or ſatisfied, and the coſts and charges of

Further truſt to raiſe 4000l. to be ſubject to wife's will.

Proviſo for ceaſing the term of 600 years.

the truſtees of the ſame term in and about the execution and performance of the ſaid truſts thereof ſhall have been fully paid and ſatisfied, then and from thenceforth the ſaid term of 600 years, or ſo much thereof as ſhall not be diſpoſed of under the truſts hereinbefore declared concerning the ſame term, ſhall ceaſe, determine, and be abſolutely void, but without prejudice to any ſale, mortgage, or diſpoſition which ſhall have been made of all or any part of the ſaid premiſes compriſed in the ſaid term of 600 years for all or any of the purpoſes hereinbefore mentioned in purſuance of the truſts hereinbefore declared, of and concerning the ſame term. PROVIDED ALSO, and it is hereby declared and agreed that it ſhall and may be lawful to and for the ſaid *Husband* from time to time during his life, and alſo to and for the ſaid *Wife* after his deceaſe, if ſhe ſhall happen to ſurvive him, from time to time during her life, by indenture or indentures under his or her reſpective hand and ſeal, to demiſe, grant, and leaſe all or any part or parts of the hereditaments and premiſes, as well the eſtates of the ſaid *Husband* as the eſtates of the ſaid *Wife*, in and by theſe preſents directed, limited, and appointed, and granted and releaſed as is aforeſaid, which are not limited in uſe to the ſaid *Mother* and her aſſigns for her life in and by the ſaid laſt hereinbefore recited indenture of releaſe of the 5th day of Auguſt now laſt paſt, and alſo from and after the deceaſe of the ſaid *Mother*, all or any part or parts of the ſaid hereditaments and premiſes which were ſo limited in uſe to her in and by the ſaid laſt mentioned indenture of releaſe to any perſon or perſons for one, two, or three life or lives, determinable upon one, two, or three life or lives, or for any term or number of years abſolute, not exceeding twenty-one years, to commence in poſſeſſion and not in reverſion, reſerving upon every ſuch leaſe ſo to be made during the continuance of the ſame reſpectively, the beſt yearly rent that can at the time of the making thereof be reaſonably got for the ſame, without taking any fine or income, and ſo as the leſſee or leſſees under any ſuch leaſe or leaſes be not made diſpuniſhable of waſte and ſo as in every ſuch leaſe there be contained a clauſe of re-entry for non-payment of the rent by ſuch leaſe reſerved, and ſo as the leſſee and leſſees under any ſuch leaſe and leaſes reſpectively execute a counterpart or counterparts thereof. PROVIDED ALSO, that it ſhall and may be lawful to and for the ſaid *Husband* in his life-time, and for the

Leaſing power over part of the lands.

Power to exchange lands.

the ſaid *Wife* after his deceaſe, in caſe ſhe ſhall ſurvive him, in and by indenture or indentures to be by him or her reſpectively ſealed and delivered in the preſence of two or more credible witneſſes to grant or convey in exchange or for or in lieu of other lands or tenements of equal or better value, any of the ſaid hereditaments and premiſes, as well the eſtate of the ſaid *Huſband* as the eſtate of the ſaid *Wife*, hereby directed, limited, and appointed, and granted and releaſed as is aforeſaid, which ſhall be or lie intermixed with or near to any lands or tenements being the inheritance of any other perſon or perſons, and the fee ſimple and inheritance thereof unto any perſon or perſons whomſoever, ſo as the lands or tenements which ſhall be taken in exchange or for or in lieu of any of the premiſes ſo to be conveyed by the ſaid *Huſband* and *Wife* ſhall be ſituated in the ſame county as the lands or tenements which ſhall have been granted or conveyed in exchange for the ſame reſpectively, and ſo as the lands or tenements ſo taken in exchange ſhall be immediately conveyed, ſettled, limited, and aſſured by the perſon or perſons with whom ſuch exchange or exchanges ſhall be reſpectively made to ſuch or the ſame uſes and for ſuch and the ſame ends, intents, and purpoſes upon ſuch and the ſame truſts, and by, with and under and ſubject to ſuch and the ſame charges, powers, proviſoes, limitations, conditions, declarations, and agreements as under the uſes and limitations declared and contained in this preſent ſettlement ſtood limited and declared at or immediately before the time of ſuch exchange or exchanges reſpectively, of or concerning the lands and hereditaments ſo granted in exchange by virtue of this preſent power, or to, for, upon and ſubject to ſuch and ſo many of them as ſhall be undetermined and capable of taking effect, and when any of the ſaid premiſes ſhall be ſo conveyed in exchange, by virtue of this preſent power, for or in lieu of ſuch other lands or tenements as are aforeſaid and the fee ſimple and inheritance of ſuch laſt mentioned lands and tenements, ſhall be well and effectually limited, ſettled, and aſſured in ſuch manner as is hereinbefore in this proviſo mentioned and declared concerning the ſame, then all and every the ſaid hereditaments and premiſes which ſhall be ſo diſpoſed of and conveyed in exchange, or for or in lieu of other lands or tenements as is aforeſaid, ſhall be and remain for ever from thenceforth freed and abſolutely diſcharged of and from all and every

the uſes, eſtates, truſts, limitations, charges, conditions, powers, proviſoes, declarations, and agreements in and by theſe preſents limited, expreſſed, and declared, of and concerning the ſame hereditaments and premiſes reſpectively, and then and from thenceforth theſe preſents and the directions, limitations, and appointments, and grants and releaſes hereinbefore by theſe preſents made, and the ſeveral grants and aſſurances hereinbefore recited, ſhall operate, be, and enure reſpectively as to ſo much of the ſaid premiſes as ſhall be ſo conveyed in exchange, TO THE ONLY USE AND BEHOOF of ſuch perſon or perſons to whom the ſame ſhall be ſo reſpectively granted and conveyed in exchange, and his, her, and their heirs and aſſigns reſpectively for ever, ſubject only to ſuch leaſes as ſhall have been made purſuant to the power hereinbefore contained on that behalf. PROVIDED ALSO, and it is hereby further declared and agreed, that it ſhall and may be lawful for the ſaid *Husband* in his life-time, and to and for the ſaid *Wife* after his deceaſe, in caſe ſhe ſhall ſurvive him, in and by indenture and indentures to be by him or her ſigned, ſealed, and delivered in the preſence of two or more credible witneſſes, to conſent or agree to any allotment, diviſion, or partition of any common or commons, common-fields or woods, waſte or undivided lands, part or parcels of the caſtle, manors, lordſhips, meſſuages, lands, tenements, hereditaments, and premiſes, whether the ſaid eſtates of the ſaid *Husband* or of the ſaid *Wife*, in and by theſe preſents directed, limited, and appointed, granted and releaſed as is aforeſaid, to be made with any other proprietor or proprietors, or other perſon or perſons intereſted in ſuch common or commons, common-fields, woods, waſtes, or undivided lands reſpectively, and to do, perform and execute all ſuch acts, matters, deeds, and things as ſhall be requiſite and effectual for the granting and conveying to ſuch other proprietor or proprietors, perſon or perſons reſpectively, the fee ſimple and inheritance of and in ſuch part, ſhare, parcel, lot, or allotment, and parts, ſhares, parcels, lots, or allotments of or in ſuch common or common-fields, woods, waſtes, or underwoods, and lands as ſhall be aſſigned, allotted, or appropriated to be held in ſeveralty to or by ſuch other proprietor or proprietors, or perſon or perſons reſpectively, upon any ſuch diviſion, allotment, or partition, ſo that all and every ſuch lands as ſhall be aſſigned, allotted, or appointed to be held in

Power to divide common lands or fields, &c.

in ſeveralty to or by the ſaid *Husband* and *Wife* reſpectively in purſuance of ſuch partitions, ſhall upon the making of any ſuch diviſion, allotment, or partition be well and effectually limited, conveyed, and aſſured unto ſuch and the ſame uſes, intents, and purpoſes, upon ſuch and the ſame truſts, and by and with and under and ſubject to ſuch and the ſame charges, powers, proviſoes, limitations, declarations, and agreements as under the uſes and limitations declared and contained in this preſent ſettlement ſtood limited and declared at or immediately before the time of ſuch diviſion, allotment, or partition of or concerning the lands and hereditaments ſo divided or allotted, or to be for, upon and ſubject to ſuch of them as ſhall then be undetermined and capable of taking effect, and when any ſuch diviſion or partition or allotment of any ſuch commons, common-fields or woods, waſte or undivided lands, ſhall be ſo made, and the fee ſimple and inheritance of the lands which ſhall be thereupon aſſigned, allotted, or appropriated to be held in ſeveralty to or by the ſaid *Husband* and *Wife*, ſhall be well and effectually limited, ſettled and aſſured in ſuch manner as is hereinbefore in this proviſo directed concerning the ſame, then all and every the lands and hereditaments which ſhall upon the ſame diviſion, partition, or allotment be aſſigned, allotted, or appointed to be held in ſeveralty to or by ſuch other proprietor or proprietors, or perſon or perſons as is afore-mentioned, ſhall be and remain for ever from thenceforth freed and abſolutely diſcharged of and from all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, conditions, declarations and agreements in and by theſe preſents limited, expreſſed, and declared, of and concerning the ſame lands and hereditaments reſpectively, and then and from thenceforth theſe preſents and the directions, limitations, and appointments, and grants and releaſes hereinbefore by theſe preſents made, and the ſeveral grants and aſſurances hereinbefore recited, ſhall operate, be, and enure reſpectively as to the lands which ſhall be ſo appropriated to be held in ſeveralty to or by ſuch other proprietor or proprietors, perſon or perſons to the only uſe and behoof of ſuch proprietor or proprietors, perſon or perſons, and his, her, or their heirs and aſſigns reſpectively for ever. PROVIDED ALWAYS nevertheleſs, and it is hereby declared and agreed by and between the ſaid parties to

Proviſo that in caſe of wife's death in huſband's life-time his eſtate ſhall revert to him diſcharged from the uſes of this ſettlement, except as to the rents charge.

theſe preſents, to be the true intent and meaning of theſe preſents, and of the declarations, limitations, and appointments by theſe preſents firſt made by the ſaid *Husband* and *Wife*, and of the grant and releaſe hereinbefore made by them and the ſaid —— of and concerning the ſaid eſtates of the ſaid *Huſband*, that if the ſaid *Wife* ſhall happen to die in the life-time of the ſaid *Husband*, then and immediately from and after the deceaſe of the ſaid *Wife* ſo dying, all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, conditions, declarations, and agreements hereinbefore by theſe preſents limited, expreſſed, and declared, of and concerning the ſaid hereditaments and premiſes being the eſtates of the ſaid *Huſband* hereinbefore firſt directed, limited and appointed by the ſaid *Husband* and *Wife*, and granted and releaſed by them and by the ſaid —— as is aforeſaid, except with reſpect to the ſaid rent charge of £.126 ſo hereinbefore by theſe preſents limited to the ſaid *Annuitant* for her life as is aforeſaid, and the ſeveral powers and remedies hereinbefore by theſe preſents provided for the ſecuring and recovering the ſame, and alſo with reſpect to the ſaid term of 100 years hereinbefore limited by theſe preſents to the ſaid *C C* and *D D*, *Truſtees*, and their executors, adminiſtrators, and aſſigns for the better ſecuring the ſaid rent charge of £ 126, and with reſpect to the ſeveral truſts of the ſame term ſhall ceaſe, determine, and be utterly void, and all and ſingular the ſaid hereditaments and premiſes being the eſtates of the ſaid *Husband* and *Wife*, and granted and releaſed by them and by the ſaid —— as is aforeſaid, except as is laſt hereinbefore excepted, ſhall from thenceforth be and remain, and is and are hereby directed, limited, and appointed to be and remain, and the grant and releaſe thereof hereinbefore made ſhall from thenceforth be and enure unto and to the only uſe and behoof of the ſaid *Husband*, his heirs and aſſigns for ever, freed and abſolutely diſcharged of and from all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, conditions, declarations, and agreements in and by theſe preſents before limited, expreſſed, and declared, of and concerning the ſame, except as is laſt hereinbefore excepted, but ſubject nevertheleſs to ſuch ſales, mortgages, diſpoſitions, leaſes, exchanges, diviſions, partitions, or allotments as ſhall then have been made purſuant to the reſpective truſts or powers hereinbefore declared or contained, or any of them, any thing herein contained

contained to the contrary thereof in anywiſe notwithſtanding. PROVIDED ALSO, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents to be the true intent and meaning of theſe preſents and of the direction, limitation, and appointments, and grant and releaſe hereinbefore laſt made by the ſaid *Husband* and *Wife* for and concerning the ſaid eſtates of the ſaid *Wife*, that if the ſaid *Husband* ſhall happen to die in the life-time of the ſaid *Wife*, that then and immediately from and after the deceaſe of the ſaid *Husband* ſo dying, all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, conditions, declarations, and agreements hereinbefore by theſe preſents limited, expreſſed, and declared, of and concerning the ſaid hereditaments and premiſes being the ſaid eſtates of the ſaid *Wife* laſt hereinbefore limited and appointed, and granted and releaſed by the ſaid *Husband* and *Wife* as is aforeſaid, except only with reſpect to the ſaid rent charge of £.100 ſo hereinbefore by theſe preſents limited to the ſaid *Mother* for her life as is aforeſaid, and the ſeveral powers and remedies hereinbefore by theſe preſents provided for the recovery of the ſame, and alſo with reſpect to the ſaid term of 99 years hereinbefore by theſe preſents limited to the ſaid *C C* and *D D*, *Truſtees*, their executors, adminiſtrators, and aſſigns for the better ſecuring the ſame rent charge of £.100, and with reſpect to the ſeveral truſts of the ſame term, ſhall ceaſe, determine, and be utterly void, and all and ſingular the ſaid hereditaments and premiſes, being the eſtates of the ſaid *Wife* herein by theſe preſents directed, limited, and appointed, and granted and releaſed by the ſaid *Husband* and *Wife* as is aforeſaid, except as is laſt herein excepted, ſhall from thenceforth be and remain and is and are hereby directed, limited, and appointed to be and remain, and the grant and releaſe thereof hereinbefore made, ſhall from thenceforth be and enure unto and to the only uſe and behoof of the ſaid *Wife*, her heirs and aſſigns for ever, freed and abſolutely diſcharged of and from all and every the uſes, eſtates, truſts, limitations, charges, powers, proviſoes, conditions, declarations, and agreements in and by theſe preſents before limited, expreſſed, and declared, of and concerning the ſame, except as laſt hereinbefore excepted, but ſubject nevertheleſs to ſuch ſales, mortgages, diſpoſitions, leaſes, exchanges and diviſions, partitions, and allotments as ſhall then have been made purſuant to the reſpective

Similar proviſo as to her eſtate in her favour.

ſpective truſts or powers hereinbefore declared or contained, or any of them, any thing in theſe preſents contained to the contrary thereof in anywiſe notwithſtanding. PROVIDED ALSO, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, to be the true intent and meaning of theſe preſents, and of the ſeveral directions, limitations, and appointments, and grants and releaſes hereinbefore contained, and by theſe preſents made, that it ſhall and may be lawful to and for the ſaid *Husband* and *Wife*, from time to time, and at any time or times hereafter, during their joint natural lives, by any deed or deeds, inſtrument or inſtruments in writing under their hands and ſeals, to be by them ſealed and delivered in the preſence of and atteſted by two or more credible witneſſes, jointly to revoke, repeal, alter, change, determine, or make void all and every or any of the uſes, eſtates, truſts, charges, powers, proviſoes, conditions, limitations, declarations, and agreements in and by theſe preſents limited, expreſſed, and declared reſpectively, of and concerning the ſaid caſtle, manors, lordſhips, meſſuages, lands, tenements, hereditaments, and premiſes, being the ſeveral eſtates of them the ſaid *Huſband* and *Wife*, or either of them, by theſe preſents directed, limited, and appointed, granted and releaſed as is aforeſaid, or any of them, or of any part thereof, except with reſpect to the ſaid two ſeveral rent charges of £.126 and £.100 ſo hereinbefore by theſe preſents limited to them the ſaid *Annuitant* and *Mother* for their lives reſpectively as is aforeſaid, and the ſeveral powers and remedies for ſecuring and recovering the ſame reſpectively, and except with reſpect to the ſaid two ſeveral terms of 100 years and 99 years hereinbefore by theſe preſents limited to the ſaid *C C* and *D D*, *Truſtees*, their executors, adminiſtrators, or aſſigns reſpectively, for the better ſecuring the due payment of the ſame two ſeveral rent charges reſpectively, and with reſpect to the ſeveral truſts of the ſame two ſeveral terms, and by the ſame deed or deeds, inſtrument or inſtruments in writing to be ſealed and delivered as is aforeſaid, jointly to limit, declare, or appoint any other uſe or uſes, eſtate or eſtates, truſt or truſts, charges, limitations, powers, proviſoes, conditions, declarations, and agreements, of and concerning the ſame hereditaments and premiſes, or of any of them or of any part thereof as to them the ſaid *Huſband* and *Wife* ſhall ſeem fit. PROVIDED NEVERTHELESS that no ſuch revocation alteration,

Power of revocation except of rents charge.

teration, or determination of the old uſes or limitations, declarations or appointment of new uſes ſhall in anywiſe prejudice or affect any ſale, mortgage, diſpoſition, leaſe, exchange, diviſion, partition, or allotment which ſhall have been made of any of the ſaid premiſes purſuant to the reſpective truſts or powers hereinbefore declared or contained in any of them. AND WHEREAS the ſaid *Wife* was upon her marriage with the ſaid *Huſband* intitled to the ſum of £.4000, and the ſame was then and ſtill remains in the hands of *W X* and *Y Z*, bankers, and the ſaid *Huſband* hath by a note or order under his hand, bearing even date with theſe preſents, directed the ſaid bankers to transfer the ſaid ſum in their books into the names of the ſaid *E F* and *G H*, *Truſtees*. NOW IT IS HEREBY FURTHER WITNESSED AND DECLARED, by and between the ſaid parties to theſe preſents, that the ſaid *E F* and *G H*, *Truſtees*, their executors, adminiſtrators, and aſſigns ſhall ſtand and be poſſeſſed of and in the ſaid ſum of £.4000, and he the ſaid *Huſband* doth hereby aſſign, tranſfer, and ſet over the ſaid ſum of £.4000, and all his right, title, and intereſt therein unto them the ſaid *E F* and *G H*, *Truſtees*, their executors, adminiſtrators, and aſſigns, upon the truſts, and to and for the ends, intents, and purpoſes hereinafter mentioned, expreſſed, and declared, of and concerning the ſame, (that is to ſay) UPON TRUST, that they the ſaid *E F* and *G H*, *Truſtees*, and the ſurvivor of them, and the executors, adminiſtrators, and aſſigns of ſuch ſurvivor ſhall and do lay out and inveſt the ſame ſum of £.4000, with the approbation of the ſaid *Wife*, to be teſtified by ſome writing under her hand, in parliamentary ſtocks or in public funds, or in real or government ſecurities, at intereſt; and from time to time, if the ſaid *Wife* ſhall ſo think fit and direct by any writing under her hand to alter and change ſuch ſtocks, funds, and ſecurities, and ſhall and do pay, apply, and diſpoſe of the intereſt, dividends, and produce to ariſe by or out of the ſaid truſt-money ſo to be laid out to ſuch perſon or perſons and for ſuch intents and purpoſes, and in ſuch manner and form as ſhe the ſaid *Wife* ſhall from time to time during the joint natural lives of the ſaid *Huſband* and herſelf, notwithſtanding her coverture, by any note or writing under her hand direct, limit, or appoint, and in default of ſuch direction, limitation, or appointment, and when and as often as ſuch direction, limitation, or appointment ſhall be made,

But the ſame not to prejudice any ſale, &c. previouſly made.

Recital of wife's right to 4000l. on her marriage.

Settlement of that ſum.

To wife's ſeparate uſe during the coverture.

made, ſhall and do pay the ſaid intereſt, dividends, and produce, or ſo much thereof, concerning which no ſuch direction, limitation, or appointment ſhall be made, into the proper hands of the ſaid *Wife* for her own ſole and ſeparate uſe and benefit, to the intent that the ſame may not be ſubject or liable to the controul, direction, debts, engagements, or incumbrances of the ſaid *Husband*, but at her own abſolute ſeparate diſpoſal as if ſhe were ſole and unmarried, and the receipt or receipts of the ſaid *Wife*, or of ſuch perſon or perſons to whom ſhe ſhall from time to time, ordain, direct, limit, or appoint the ſaid intereſt, dividends, and produce, or any part thereof, to be paid, ſhall from time to time, notwithſtanding her coverture, be a ſufficient diſcharge to the truſtees paying the ſame, or ſo much thereof as in ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received; and in caſe the ſaid *Husband* ſhall happen to die in the life-time of the ſaid *Wife*, then upon truſt that they the ſaid *E F* and *G H*, *Truſtees*, or the ſurvivor of them, and the executors, adminiſtrators, or aſſigns of ſuch ſurvivor, ſhall and do yearly and every year during the natural life of the ſaid *Wife* pay the intereſt, dividends, and produce to ariſe by and out of the monies ſo to be laid out or inveſted unto the ſaid *Wife*, and from and after her deceaſe ſhall and do pay, transfer, and aſſign the ſaid principal monies and the ſtocks, funds, and ſecurities in which the ſame ſhall be inveſted unto ſuch perſon and perſons, and for ſuch intents and purpoſes as the ſaid *Husband* by his laſt will and teſtament in writing, or any writing purporting to be his laſt will and teſtament, ſhall direct or appoint, and in default of ſuch direction or appointment unto the executors or adminiſtrators of the ſaid *Husband*; and in caſe the ſaid *Wife* ſhall happen to die in the life-time of the ſaid *Husband* then upon truſt, from and after her deceaſe, to pay, transfer, and aſſign the ſaid principal monies and the funds, ſtocks, and ſecurities in which the ſame ſhall be then inveſted unto the ſaid *Huſband* his executors and adminiſtrators. PROVIDED NEVERTHELESS, that if the ſaid *Wife* ſhall be minded and deſirous to diſpoſe of the ſaid £.4000, or any part thereof, for any purpoſe whatſoever, either before the ſame ſhall be ſo laid out and inveſted by the ſaid *Truſtees*, or at any time afterwards during her life, then and in every ſuch caſe it ſhall and may be lawful to and for the ſaid

Principal for huſband's benefit.

Proviſo for her diſpoſing of the principal during her life-time.

E F

E F and *G H*, *Truſtees*, and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, and he and they are hereby directed and required from time to time, and all times during the life of the ſaid *Wife*, upon the ſaid *Wife*'s ſignifying to him or them ſuch her deſire in writing under her hand, to pay, apply, iſſue out and diſpoſe of the ſaid ſum of £.4000 or any part thereof, and to ſell and diſpoſe of the ſtocks, funds, or ſecurities in which the ſame ſhall be inveſted, or any part thereof, and to pay, apply, and diſpoſe of the monies ariſing thereby or therefrom, or any part thereof, to ſuch perſon or perſons for ſuch intents and purpoſes and in ſuch manner as the ſaid *Wife* ſhall ſo direct and limit, and that the receipt or receipts of the ſaid *Wife*, or of ſuch perſon or perſons to whom ſhe ſhall ſo direct any ſuch money or monies to be iſſued or paid, ſhall from time to time, notwithſtanding her coverture, be a ſufficient diſcharge to the truſtees iſſuing or paying any ſuch money for ſo much thereof as in ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received, any thing hereinbefore contained to the contrary in anywiſe notwithſtanding. PROVIDED ALWAYS, and it is hereby agreed and declared by and between the ſaid parties to theſe preſents, that the ſaid truſtees in theſe preſents named or any of them, their or any of their executors, adminiſtrators or aſſigns, ſhall not be charged or chargeable with or accountable for any more money or monies than he or they reſpectively ſhall receive by virtue of the truſts aforeſaid, nor with or for any loſs which ſhall happen of the ſaid truſt monies and premiſes to be received by them reſpectively by virtue of the truſts aforeſaid, ſo as ſuch loſs happen without his or their wilful default or defaults, nor any one of them for any other or others of them, or for the acts, deeds, receipts, or diſburſements, and defaults of the other or others of them, but every of them only for his own acts, deeds, diſburſements, and defaults; and alſo that it ſhall and may be lawful for them the ſaid truſtees and every of them, their and every of their executors and adminiſtrators in the firſt place, by and out of the ſaid reſpective truſt eſtates and monies to deduct and reimburſe him and themſelves reſpectively all ſuch loſs, coſts, charges, damages, and expences as they or any of them ſhall ſuſtain, expend, or be put unto for or by reaſon of the truſts hereby in them repoſed,

Clauſe of indemnity to truſtees.

poſed, or in the management and execution thereof, or any other thing in anywiſe relating thereto. IN WITNESS, &c.

Settlement by the Husband in conſideration of the Property of the Lady conſiſting of Monies in the Stocks to which he is to become intitled on the Marriage, notwithſtanding he ſhall die in her life-time, of certain Leaſeholds or Chattles, and Intereſts.

Parties.

THIS INDENTURE of three parts made, &c. BETWEEN *the intended Husband* of the firſt part; *the intended Wife* of the ſecond part; and *two Truſtees* of the third part; WHEREAS by indenture of leaſe bearing date on or about the 15th day of May, 1793, and made or expreſſed to be made between *Leſſor* of the one part, and the ſaid *Huſband, Leſſee*, of the other part, *It is witneſſed* that for the conſiderations therein mentioned the ſaid *Leſſor* did demiſe, leaſe, ſet, and to farm, let unto the ſaid *Husband*, his executors, adminiſtrators, and aſſigns all that piece or parcel of ground ſituate, lying, and being in, &c. fronting, &c. together with the brick meſſuage or tenement then erected, built, and covered in thereon, being the ſixth houſe from ——— ſtreet, the corner houſe incluſive, and all other erections and buildings which then were or ſhould or might thereafter be erected, built, or made thereon or on any part thereof, and all and ſingular the rights, members, and appurtenances thereto incident, belonging, or appertaining, to hold unto the ſaid *Husband*, his executors, adminiſtrators, and aſſigns, from the feaſt day of the annunciation of the bleſſed Virgin Mary, which was in the year of our Lord 1789, for the term of 99 years (wanting thirty days) at the rent of one pepper-corn for the firſt three years and three quarters of a year (if demanded), and at the yearly rent of £. 5 during the remainder of the term,

Recites a leaſe for 99 years wanting 30 days.

term, payable quarterly as therein mentioned, and under and subject to the several covenants, clauses, conditions, and agreements therein contained. AND WHEREAS by another indenture of lease also bearing date on or about the 16th day of May, in the year 1793, and made or expressed to be made between the said *Lessor* of the one part and the said *Husband* of the other part, *It is witnessed* that for the considerations therein mentioned the said *Lessor* did demise, lease, set, and to farm let unto the said *Husband*, his executors, administrators, and assigns, all that piece or parcel of ground situate, lying, and being, &c. fronting, &c. together with the brick messuage or tenement erected, built, and covered in thereon, being the fifth house southward from ——— street, the corner house inclusive, and all other erections and buildings which then were or should or might thereafter be erected, built, or made thereon or on any part thereof, and all and singular the rights, members, and appurtenances thereto incident, belonging, or appertaining, to hold unto the said *Husband*, his executors, administrators, and assigns, from the feast day of the annunciation of the blessed Virgin Mary, which was in the year of our Lord 1789, for the term of ninety-nine years (wanting thirty days) at the rent of one pepper-corn for the first three years and three quarters of a year (if demanded), and at the yearly rent of £.5 during the remainder of the said term, payable quarterly as therein mentioned, and under and subject to the several covenants, clauses, provisoes, conditions, and agreements therein contained. AND WHEREAS a marriage has been agreed upon between the said *intended Husband* and *Wife* and is intended to be solemnized shortly after the execution of these presents, AND WHEREAS the said *Wife* is possessed of or entitled to money in the public funds, and other personal property to the value of £.1000 and upwards, AND WHEREAS it has been agreed that the said money and other personal property of the said *Wife* shall immediately after the solemnization of the said intended marriage and notwithstanding the death of the *Husband*, in the life-time of the said *Wife*, become and be the absolute property of the said *Husband* as the marriage portion of the said *Wife*, and in consideration thereof and of the said intended marriage the said *Husband* hath agreed to settle and assure the said messuages or tenements, pieces or parcels of ground and hereditaments hereinbefore mentioned

Another lease for 99 years wanting 30 days.

That a marriage is intended,

and that wife is intitled to 1000l.

which it is agreed shall become the property of the husband on the marriage,

and in consideration thereof he hath agreed to make the present settlement.

tioned and described, and hereby assigned or otherwise assured, or intended so to be, upon the trusts and for the ends, intents, and purposes, and under and subject to the declarations and agreements hereinafter expressed, declared, and contained, of and concerning the same. NOW

Consideration. THIS INDENTURE WITNESSETH that in pursuance and performance of the said agreements on the part of the said *Husband*, and in consideration that the money, stocks, funds, and other personal property of the said *Wife* to which she is now entitled, is, immediately after the solemnization of the said intended marriage to become the absolute property of the said *Husband* notwithstanding his death in the life-time of the said *Wife* and before he shall obtain the actual possession of the same articles respectively, and also for the purpose of making a provision for the said *Wife* and the issue, if any, of the said intended marriage, and also in consideration of 10*s*. &c.

Operative words. the said *Husband* HATH granted, bargained, sold, assigned, transferred and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over unto the said *Trustees*, their executors, administrators, and

Premises. assigns, ALL those messuages or tenements, pieces or parcels of ground and hereditaments, and all and singular other the premises which were granted or demised to the said *Husband*, in and by the said several hereinbefore in part recited indentures of lease, bearing date respectively on or about the 15th and 16th days of May in the year 1793, and every part and parcel of the same respectively with the appurtenances; and all the estate, right, title, interest, term and terms of years, trust, equity of redemption, benefit, claim, and demand whatsoever, at law or in equity of him the said *Husband*, of, in, to or out of the same premises, or any part or parcel thereof; and also the said re-

Habendum. cited indentures of lease, TO HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, hereditaments, and all and singular other the premises hereby assigned or otherwise assured or intended so to be, and every part or parcel of the same respectively, with the appurtenances unto the said *Trustees*, their executors, administrators, and assigns, henceforth, for and during the several residues and remainders of the said several and respective terms of 99 years wanting thirty days and 99 years wanting 30 days, which are therein respectively now to come and unexpired, and in as full, ample, and beneficial a man-

manner to all intents and purpoſes as the ſaid *Husband* could or might have held and enjoyed the ſame if theſe preſents had not been made, ſubject nevertheleſs to the rents, covenants, conditions and agreements henceforth to be paid, obſerved, performed, and kept, for or in reſpect of the ſame premiſes reſpectively, under, and by virtue of the ſaid recited indenture of leaſe or demiſe thereof reſpectively, and upon the truſts and for the ſeveral ends, intents and purpoſes, and under and ſubject to the declarations and agreements hereinafter expreſſed, declared and contained, of and concerning the ſame (that is to ſay) UPON TRUST for the ſaid *Husband*, his executors, adminiſtrators and aſſigns, until the ſaid intended marriage ſhall be ſolemnized; and from and after the ſolemnization thereof, UPON TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, his executors and adminiſtrators, do and ſhall inſure, and from time to time keep inſured, each of the ſaid meſſuages or dwelling-houſes in the ſum of £.300, againſt loſs or damage by fire, and do and ſhall from time to time apply the money which ſhall be received by him or them on account of ſuch inſurance in rebuilding or repairing ſuch part or parts of the ſaid premiſes reſpectively as ſhall have been deſtroyed or damaged by fire; and do and ſhall from time to time, with the conſent in writing of the ſaid *Husband* and *Wife*, or after the death of one of them, then of the ſurvivor of them, and after the death of both of them, then in the diſcretion of the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, leaſe all or any part of the premiſes at rack or improved rents, either from year to year or for any term or number of years not exceeding twenty-one years, and do and ſhall from time to time by and out of the rents and income of the ſaid premiſes reſpectively, diſcharge the ſaid ground rents of £.5 and £.5 which ſhall become due for the ſame premiſes reſpectively, and alſo the ſum and ſums of money which ſhall be paid for the inſurance of the ſame premiſes againſt loſs or damage by fire, and do and ſhall from time to time during the joint lives of the ſaid *Huſband* and *Wife*, retain and take all the reſidue and ſurplus of the ſaid rents and income of the ſaid meſſuages or tenements, pieces or parcels of ground and premiſes, and ſtand and be poſſeſſed thereof, Upon truſt, to the ſole uſe of the ſaid *Wife*, ſeparate and apart from and incluſive of the ſaid *Huſband*, and ſo and in ſuch manner

Upon Truſts.

Viz. For the husband until the marriage.

Afterwards upon truſt to inſure the premiſes,

and apply the money to be received on account of the inſurance in rebuilding.

To leaſe the premiſes.

As to the reſidue in truſt for the ſeparate uſe of the wife.

tioned and described, and hereby assigned or otherwise assured, or intended so to be, upon the trusts and for the ends, intents, and purposes, and under and subject to the declarations and agreements hereinafter expressed, declared, and contained, of and concerning the same. NOW

Consideration. THIS INDENTURE WITNESSETH that in pursuance and performance of the said agreements on the part of the said *Husband*, and in consideration that the money, stocks, funds, and other personal property of the said *Wife* to which she is now entitled, is, immediately after the solemnization of the said intended marriage to become the absolute property of the said *Husband* notwithstanding his death in the life-time of the said *Wife* and before he shall obtain the actual possession of the same articles respectively, and also for the purpose of making a provision for the said *Wife* and the issue, if any, of the said intended marriage, and also in consideration of 10*s*. &c.

Operative words. the said *Husband* HATH granted, bargained, sold, assigned, transferred and set over, and by these presents DOTH grant, bargain, sell, assign, transfer, and set over unto the said *Trustees*, their executors, administrators, and

Premises. assigns, ALL those messuages or tenements, pieces or parcels of ground and hereditaments, and all and singular other the premises which were granted or demised to the said *Husband*, in and by the said several hereinbefore in part recited indentures of lease, bearing date respectively on or about the 15th and 16th days of May in the year 1793, and every part and parcel of the same respectively with the appurtenances; and all the estate, right, title, interest, term and terms of years, trust, equity of redemption, benefit, claim, and demand whatsoever, at law or in equity of him the said *Husband*, of, in, to or out of the same premises, or any part or parcel thereof; and also the said re-

Habendum. cited indentures of lease, TO HAVE AND TO HOLD the said messuages or tenements, pieces or parcels of ground, hereditaments, and all and singular other the premises hereby assigned or otherwise assured or intended so to be, and every part or parcel of the same respectively, with the appurtenances unto the said *Trustees*, their executors, administrators, and assigns, henceforth, for and during the several residues and remainders of the said several and respective terms of 99 years wanting thirty days and 99 years wanting 30 days, which are therein respectively now to come and unexpired, and in as full, ample, and beneficial a man-

manner to all intents and purpoſes as the ſaid *Husband* could or might have held and enjoyed the ſame if theſe preſents had not been made, ſubject nevertheleſs to the rents, covenants, conditions and agreements henceforth to be paid, obſerved, performed, and kept, for or in reſpect of the ſame premiſes reſpectively, under, and by virtue of the ſaid recited indenture of leaſe or demiſe thereof reſpectively, and upon the truſts and for the ſeveral ends, intents and purpoſes, and under and ſubject to the declarations and agreements hereinafter expreſſed, declared and contained, of and concerning the ſame (that is to ſay) UPON TRUST for the ſaid *Husband*, his executors, adminiſtrators and aſſigns, until the ſaid intended marriage ſhall be ſolemnized; and from and after the ſolemnization thereof, UPON TRUST, that they the ſaid *Truſtees*, and the ſurvivor of them, his executors and adminiſtrators, do and ſhall inſure, and from time to time keep inſured, each of the ſaid meſſuages or dwelling-houſes in the ſum of £.300, againſt loſs or damage by fire, and do and ſhall from time to time apply the money which ſhall be received by him or them on account of ſuch inſurance in rebuilding or repairing ſuch part or parts of the ſaid premiſes reſpectively as ſhall have been deſtroyed or damaged by fire; and do and ſhall from time to time, with the conſent in writing of the ſaid *Husband* and *Wife*, or after the death of one of them, then of the ſurvivor of them, and after the death of both of them, then in the diſcretion of the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, leaſe all or any part of the premiſes at rack or improved rents, either from year to year or for any term or number of years not exceeding twenty-one years, and do and ſhall from time to time by and out of the rents and income of the ſaid premiſes reſpectively, diſcharge the ſaid ground rents of £.5 and £.5 which ſhall become due for the ſame premiſes reſpectively, and alſo the ſum and ſums of money which ſhall be paid for the inſurance of the ſame premiſes againſt loſs or damage by fire, and do and ſhall from time to time during the joint lives of the ſaid *Huſband* and *Wife*, retain and take all the reſidue and ſurplus of the ſaid rents and income of the ſaid meſſuages or tenements, pieces or parcels of ground and premiſes, and ſtand and be poſſeſſed thereof, Upon truſt, to the ſole uſe of the ſaid *Wife*, ſeparate and apart from and excluſive of the ſaid *Huſband*, and ſo and in ſuch manner that

Upon Truſts.

Viz. For the husband until the marriage.

Afterwards upon truſt to inſure the premiſes,

and apply the money to be received on account of the inſurance in rebuilding.

To leaſe the premiſes.

As to the reſidue in truſt for the ſeparate uſe of the wife.

that the ſame may not be under his controul, or ſubject or liable to his debts, contracts, forfeitures or engagements, and ſo and in ſuch manner that the receipt of her the ſaid *Wife*, or any perſon or perſons to whom ſhe may give or appoint the ſame, may be good and effectual diſcharges for the money which ſhall be thereby expreſſed to have been received, Yet nevertheleſs, ſo that the ſaid *Wife* may not anticipate, charge or aſſign all or any part of ſame rents and income before the ſame ſhall become due and payable,

If wife ſurvive husband, to receive the ſaid reſidue for life.

UPON THIS FURTHER TRUST, that if the ſaid *Husband* ſhall die in the life-time of the ſaid *Wife*, then the ſaid *Truſtees* and the ſurvivor of them, his executors and adminiſtrators, do and ſhall permit and ſuffer the ſaid *Wife* and her aſſigns to receive and take all the reſidue or ſurplus of the ſaid rents and income during her life,

Otherwiſe the husband to receive the ſame for his life.

AND UPON THIS FURTHER TRUST, that in caſe the ſaid *Wife* ſhall die in the life-time of the ſaid *Husband*, then the ſaid *Truſtees* and the ſurvivor of them, his executors and adminiſtrators, do and ſhall permit and ſuffer the ſaid *Husband* and his aſſigns to receive and take the ſurplus of the ſaid rents and income during his life, and

After the deceaſe of the ſurvivor of husband and wife truſtees to aſſign the premiſes among the children, grandchildren or other iſſue,

after the deceaſe of the ſurvivor of them the ſaid *Husband* and *Wife*, THEN UPON TRUST, that they the ſaid *Truſtees*, the ſurvivor of them, his executors and adminiſtrators do and ſhall aſſign and aſſure the ſaid meſſuages or tenements, pieces or parcels of ground, hereditaments and premiſes, for all the reſidue of the ſaid term therein reſpectively and pay and apply the rents and income thereof reſpectively which ſhall become due after the deceaſe of the ſurvivor of them the ſaid *Huſband* and *Wife* unto or for the benefit of all and every or any one or more of the children, grandchildren, or other iſſue of the ſaid intended marriage (ſuch grandchildren or other iſſue to be born before ſuch appointment as hereinafter mentioned ſhall be made to them reſpectively) in ſuch manner and form, and if more than one, in ſuch parts, ſhares, and proportions, and for ſuch eſtate and eſtates, time or times, and for ſuch intereſts, and with ſuch limitations over or ſubſtitutions or charges in favour of any one or more of the others of the ſaid children, grandchildren, and iſſue reſpectively, and either by way of legacy, portion, preſent intereſt, remainder, or otherwiſe, and to veſt and be transferred and aſſigned, payable and paid at ſuch time or times, age or ages, day or days, and upon ſuch contingencies, and

in ſuch manner as huſband and wife ſhall by deed appoint.

under

under and ſubject to ſuch directions and regulations for maintenance, education, and advancement, and ſuch conditions and reſtrictions as the ſaid *Husband* and *Wife* at any time or times, and from time to time, jointly, during their joint lives, by any deed or deeds, inſtrument or inſtruments in writing, under both their hands and ſeals, to be executed by them in the preſence of two or more credible witneſſes, and to be atteſted by the ſame witneſſes, ſhall either abſolutely or with or without power of revocation and new appointment (ſuch new appointment to be in favour of ſome one or more of the ſaid children, grandchildren and iſſue, or of thoſe who are to be entitled under the truſts hereinafter declared, and in the ſame event as they are to be intitled to the ſame) jointly direct, limit, or appoint, and in default of ſuch direction, limitation, and appointment by the ſaid *Husband* and *Wife*, jointly as aforeſaid, and from time to time ſubject to ſuch direction, limitation and appointment as ſhall have been made by the ſaid *Husband* and *Wife* jointly as aforeſaid, and as to ſuch part or parts of the ſaid meſſuages or tenements, pieces or parcels of ground, hereditaments and premiſes, and of the beneficial intereſt thereof to which ſuch joint direction, limitation, or appointment ſhall not extend, then as the ſurvivor of them the ſaid *Husband* and *Wife* ſhall at any time or times after the deceaſe of the other of them, and as to the ſaid *Wife*, notwithſtanding her coverture, by any future huſband, by any deed or deeds, inſtrument or inſtruments in writing, with or without power of revocation or new appointment, (ſuch new appointment to be in favour of ſome one or more of the ſaid children, grandchildren, or other iſſue, or thoſe who ſhall be intitled under the truſts hereinafter contained, and in the ſame events as they ſhall be entitled under the ſame truſts,) to be ſealed and delivered by ſuch ſurvivor in the preſence of two or more credible witneſſes and to be atteſted by the ſame witneſſes, or by his or her laſt will and teſtament in writing, or any writing purporting to be or in the nature of his or her laſt will and teſtament, or any codicil or codicils thereto to be reſpectively ſigned and publiſhed by ſuch ſurvivor in the preſence of and to be atteſted by the like number of credible witneſſes ſhall direct, limit, or appoint, And for want of ſuch direction or appointment by the ſaid *Husband* and *Wife* and by the ſurvivor of them, and alſo in the mean-time and until ſuch direction, or appointment

Or the ſurvivor by deed or will ſhall appoint.

In default of appointment.

ſhall take effect, and from time to time ſubject to the truſts and intereſts which ſhall have been directed, limited, or appointed by the ſaid *Huſband* and *Wife*, and alſo the ſurvivor of them, THEN UPON THE FURTHER TRUSTS and for the ends, intents, and purpoſes, and under and ſubject to the clauſes of ſurvivorſhip and limitations over which are hereinafter expreſſed and declared of and concerning the ſame (that is to ſay) UPON TRUST that they the ſaid *Truſtees* and the ſurvivor of them, and the executors or adminiſtrators of the ſurvivor of them, do and ſhall pay, transfer, and aſſign the ſaid meſſuages or tenements, pieces or parcels of ground, hereditaments and premiſes, and alſo the rents, iſſues, and profits thereof which ſhall become due after the deceaſe of the ſurvivor of them the ſaid *Huſband* and *Wife* unto the child, if only one, and if more than one, then unto or between and among all the children of the marriage of the ſaid *Huſband* and his intended Wife, to be equally divided between or among the ſame children, if more than one, in equal ſhares and proportions as tenants in common, and not as joint tenants, for all the reſidues of the ſaid terms therein reſpectively and ſubject to ſuch direction and appointment as aforeſaid upon this further truſt, that in caſe any one or more of the ſaid children of the ſaid intended marriage being a ſon or ſons ſhall die under the age of twenty-one years, or being a daughter or daughters ſhall die under that age, and alſo before ſhe or they reſpectively ſhall have been married, then the ſaid *Truſtees*, or the ſurvivor of them, his executors or adminiſtrators, do and ſhall aſſign and transfer the original ſhare or ſhares of the ſaid truſt eſtates which under the truſts hereinbefore contained ſhall belong to the child or children reſpectively who ſhall die as aforeſaid, and alſo that part or ſhare, or thoſe ſeveral and reſpective parts and ſhares of and in the ſame truſt eſtates which from time to time ſhall belong to or be taken by the ſame child or children reſpectively ſo dying as aforeſaid, under this preſent proviſion, and alſo the accumulations (if any) of the rents, iſſues, and profits thereof ariſing from the ſhare or ſhares of the child or children reſpectively dying as aforeſaid, unto the other, or if more than one, the others of the ſame children, to be equally divided between the ſame children, if more than one, ſhare and ſhare alike as tenants in common and not as joint tenants, and his, her or their executors, adminiſtrators, and aſſigns for all the reſidue

Upon further truſts,

viz. to aſſign the ſame to the children as tenants in common.

reſidue of the ſaid ſeveral terms therein reſpectively, and in caſe there ſhall be no child of the ſaid intended marriage, or no child who being a ſon ſhall attain the age of twenty-one years, or who being a daughter ſhall attain that age or be married, then ſubject to ſuch direction or appointment as aforeſaid, UPON TRUST, that they the ſaid *Truſtees*, or the ſurvivor of them, his executors, or adminiſtrators, do and ſhall aſſign and aſſure the ſaid meſſuages or tenements, piece or parcel of ground, hereditaments and premiſes granted or demiſed by the ſaid firſt hereinbefore recited indenture of leaſe, bearing date on or about the 15th day of May, 1793, with the appurtenances (after the deceaſe of the ſaid *Wife* and ſubject to her life eſtate therein) unto the ſaid *Husband*, his executors adminiſtrators, or aſſigns, for all the reſidue of the ſaid term therein, And do and ſhall after the deceaſe of the ſaid *Husband*, and ſubject to his life intereſt therein, aſſign and transfer the ſaid meſſuages or tenements, piece or parcel of ground and appurtenances, granted or demiſed by the ſaid ſecond hereinbefore in part recited indenture of leaſe, bearing date on or about the 16th day of May 1793, and all arrears and accumulations, if any, of the rents, iſſues, and profits of the ſame premiſes unto ſuch perſon or perſons, and for ſuch eſtate or eſtates, time or times, and in ſuch parts, ſhares, or proportions, and in ſuch manner or form, and for ſuch ends, intents, and purpoſes as the ſaid *Wife* at any time or times, either before or after the failure of ſuch iſſue, and as well when covert as ſole, and notwithſtanding her coverture by her intended or any future huſband, by her laſt will and teſtament in writing, or any writing in the nature of her laſt will and teſtament, or any codicil or codicils thereto, to be ſeverally ſigned and publiſhed by her in the preſence of two or more credible witneſſes, and to be atteſted by the ſame witneſſes, ſhall direct or appoint the ſame, or any part thereof reſpectively, and in default of ſuch direction and appointment, and in the mean time and until ſuch direction or appointment ſhall be made and take effect, and from time to time ſubject to ſuch direction and appointment as ſhall have been made as aforeſaid, UPON TRUST, that they the ſaid *Truſtees* or the ſurvivor of them, his executors or adminiſtrators, do and ſhall aſſign and aſſure the ſame meſſuages or tenements and premiſes with the appurtenances, for all the reſidue of the ſaid term therein, and alſo the accumulation (if any) of

In default of children to aſſign the premiſes comprized in the firſt leaſe to the huſband.

And as to the premiſes comprized in the other leaſe,

in ſuch manner as wife by deed or will ſhall appoint.

And in default of ſuch appointment, for the wife, her executors, adminiſtrators, and aſſigns.

the rents and income thereof, unto the ſaid *Wife*, her executors, adminiſtrators or aſſigns. AND IT IS HEREBY PROVIDED, DECLARED AND AGREED by and between all the ſaid parties to theſe preſents, that no child or children or other iſſue of the ſaid intended marriage taking any part of the ſaid meſſuages or tenements and premiſes, or either of them, under any appointment, ſhall, as againſt his, her, or their brother or ſiſter, brothers or ſiſters, be entitled to any further part or ſhare of the ſame meſſuages or tenements and premiſes, or either of them, without bringing the appointed part or ſhare into hotchpotch and making an allowance for the ſame. AND IT IS ALSO PROVIDED, DECLARED AND AGREED, that it ſhall and may be lawful for the ſaid *Truſtees* and the ſurvivor of them, his executors and adminiſtrators, after the death of the ſurvivor of the ſaid *Husband* and *Wife*, to apply all or any part of the ſaid rents, iſſues and profits, which ſhall be the ſhare of each and every of the children and iſſue of the ſaid intended marriage, who for the time being ſhall be entitled to any benefit or ſhare of the ſame rents, iſſues, and profits in or toward the maintenance and education of the ſame child or iſſue reſpectively; and alſo that it ſhall and may be lawful for the ſaid *Truſtees*, and the ſuruivor of them, his executors and adminiſtrators, after the deceaſe of the ſurvivor of the ſaid *Husband* and *Wife*, of his or their own authority, and in his or their own diſcretion, and alſo in the life-time of the ſaid *Husband* and *Wife*, or the ſurvivor of them, with his, her, or their conſent in writing, to raiſe by mortgage, ſale, or otherwiſe, and advance to and for the ſon or ſons, or other male iſſue of the ſaid intended marriage, any part not exceeding one-half of the value of the expectant ſhare or portion of each of the ſame ſons and male iſſue reſpectively, of and in the ſaid meſſuages or tenements and premiſes in part of the ſhare or portion of the ſame ſon or male iſſue reſpectively. PROVIDED ALWAYS and it is hereby declared and agreed, that notwithſtanding any of the truſts hereinbefore declared, all or any part of the ſaid meſſuages or tenements and premiſes ſhall or may be abſolutely ſold and diſpoſed by the ſaid *Truſtees* or the ſurvivor of them, his executors or adminiſtrators, with the conſent in writing of the ſaid *Husband* and *Wife*, or of the ſurvivor of them for any price which he or they ſhall think reaſonable, and that in

Hotchpotch.

Proviſions for the maintenance, educatiſn, and advancement of the children.

Power for truſtees to ſell the premiſes.

in caſe of ſuch ſale the money to ariſe or be produced from the ſame, ſhall be paid to the ſaid *Truſtees* or the ſurvivor of them, his executors or adminiſtrators, without any neceſſity or obligation on the part of the purchaſer or purchaſers thereof to ſee to the application of ſuch money, or any liability for the miſapplication of the ſame, ſo as he, ſhe, or they ſhall take the receipt or receipts of the ſaid *Truſtees* or the ſurvivor of them, his executors or adminiſtrators for the ſame money; and further, that the money ariſing from ſuch ſale or ſales ſhall, with the conſent in writing of the ſaid *Huſband* and *Wife*, during their joint lives; and after the death of one of them, with the conſent in writing of the ſurvivor of them; and after the death of the ſurvivor of them, then in the diſcretion and of the proper authority of the ſaid *Truſtees* or the ſurvivor of them, his executors or adminiſtrators, be inveſted at intereſt or real or government ſecurities, and that ſuch ſecurities, with ſuch conſent or in ſuch diſcretion as aforeſaid, ſhall be varied and tranſpoſed from time to time as occaſion ſhall require; and moreover, that the ſame money and the ſecurities in and upon which the ſame ſhall from time to time be inveſted, and alſo the intereſt and dividends thereof, ſhall be held upon the ſame or the like truſts as are hereby expreſſed and declared, of, and concerning the meſſuages or tenements and premiſes reſpectively from which ſuch money reſpectively ſhall ariſe or be produced, and of and concerning the rents and income of the ſame meſſuages or tenements and premiſes reſpectively. AND IT IS HEREBY FURTHER PROVIDED, DECLARED AND AGREED, by and between all the parties to theſe preſents, that the perſon or perſons who from time to time ſhall or may have all or any part of the ſaid money in his, her, or their hand or hands, or upon ſecurities to be given by him, her or them, ſhall not be obliged or required to ſee to the application or diſpoſition of the ſame money or any part thereof, or the intereſt, dividends, and annual income thereof, or of any part thereof, after payment of the ſame to the perſon or perſons who for the time being ſhall be the acting truſtee or truſtees under this ſettlement, or be anſwerable or accountable for the miſapplication or non-application of the ſame money or any part thereof by him or them; and that all receipts which ſhall be given for the ſaid truſt money or any part thereof, or the intereſt, dividends, and income of the ſame or any part thereof, or

And inveſting money in government ſecurities.

Special indemnifications.

for the ſaid rents and income or any part thereof, or for the money to become due under ſuch inſurance as aforeſaid, or any part thereof, by the perſon or perſons who, for the time being ſhall be the acting truſtee or truſtees under this ſettlement, ſhall be good, effectual and ſufficient acquittances and diſcharges for all and every ſum and ſums of money which therein and thereby reſpectively ſhall be acknowledged, or expreſſed to be or to have been received.

Power of appointing new truſtees.

PROVIDED ALWAYS and it is hereby further declared and agreed by and between the parties to theſe preſents, that in caſe both or either of them the ſaid *Truſtees*, or any truſtee or truſtees to be nominated under this preſent proviſion in their or either of their place, ſhall depart this life or be deſirous of being diſcharged of and from the aforeſaid truſts, or ſhall go or reſide beyond ſeas, or ſhall neglect or refuſe to act in the ſaid truſts before the ſame truſts ſhall be fully executed and performed, then and in ſuch caſe and as ſoon and as often as the ſame ſhall happen, it ſhall and may be lawful to and for the ſaid *Huſband* and *Wife* or the ſurvivor of them, or the executors or adminiſtrators of the ſurvivor of them, or in caſe of his, her, or their neglect or default for the ſpace of one calendar month after requeſt made by the acting truſtee for the time being under this ſettlement, then to and for ſuch acting truſtee to nominate any fit perſon or perſons to ſupply the place of the truſtee or truſtees reſpectively ſo dying, deſiring to be diſcharged, or going to reſide beyond ſeas, or refuſing or neglecting to act as aforeſaid, and that immediately after every ſuch appointment the ſaid truſt eſtates and monies, and the ſtocks, funds, and ſecurities in and upon which the ſame monies ſhall be inveſted, ſhall be aſſigned and transferred, ſo and in ſuch manner that the ſame may veſt in ſuch new truſtee jointly with the ſurviving or continuing truſtee, or in ſuch new truſtees ſolely, as the caſe may require, and in his, her, or their heirs, executors, adminiſtrators and aſſigns, upon the truſts hereinbefore expreſſed and declared, of and concerning the ſame, and that every ſuch new truſtee ſhall have and may exerciſe the ſame powers, privileges and authorities of approbation, conſent, diſcretion, ſale, inveſtment of money, and of giving effectual receipts, maintenance, advancement and education, and all other powers and authorities whatſoever, as if he or they had been appointed a truſtee or truſtee by theſe preſents, and as if his or their name or names had been

been inſerted in theſe preſents inſtead of the name or names of the truſtee or truſtees hereby appointed, and in or to whoſe place ſuch new truſtee or truſtees reſpectively ſhall come or ſucceed. AND IT IS HEREBY DECLARED AND AGREED by and between all the parties to theſe preſents, that the ſaid ſeveral truſtees hereby nominated and appointed, and to be nominated and appointed as aforeſaid, and each and every of them, and the heirs, executors, adminiſtrators and aſſigns of them, each and every of them reſpectively, ſhall be charged and chargeable only for ſuch monies as the ſame truſtees reſpectively ſhall actually receive by virtue of the truſts hereby in them repoſed, notwithſtanding his, her, or their or any of their giving or ſigning or joining in giving or ſigning any receipt or receipts for the ſake of conformity, and that any one or more of them ſhall not be anſwerable or accountable for the other or others of them, or any or either of them for the acts, receipts, neglects or defaults of the other or others of them, but each and every of them only and reſpectively for his and their own acts, receipts, neglects or defaults reſpectively, and that they or any of them ſhall not be anſwerable or accountable for any banker, goldſmith, broker, or other perſon with whom or in whoſe hands any part of the ſaid truſt monies ſhall or may be depoſited or lodged for ſafe cuſtody or otherwiſe in the execution of the truſts hereinbefore contained; and that they or any of them ſhall not be anſwerable or accountable for the riſe or fall in the price or value of ſtocks, or the inſufficiency or deficiency in title or value of any ſecurity or ſecurities, ſtocks or funds, in or upon which the ſaid truſt monies, or any part thereof, ſhall be placed out or inveſted; nor for any other misfortunes, loſs or damage, which may happen in the execution of the aforeſaid truſts, or in relation thereto, except the ſame ſhall happen by or through his or their own wilful default reſpectively, and then and in that caſe each perſon reſpectively ſhall ſingly and alone be anſwerable for ſuch loſs or damage as ſhall ariſe from his or her own default; and alſo that it ſhall and may be lawful to and for the ſaid truſtees in theſe preſents named, and ſuch future truſtee or truſtees to be appointed as aforeſaid, and every or any of them, their and every of their heirs, executors, adminiſtrators, and aſſigns, by and out of the monies which

Uſual indemnification.

ſhall

ſhall come to their reſpective hands by virtue of the truſts aforeſaid, to deduct, retain, and reimburſe to and for himſelf and themſelves reſpectively; and alſo to allow to his and their co-truſtee and co-truſtees all coſts, charges, damages, and expences which they or any of them ſhall or may ſuffer, ſuſtain, expend, disburſe, lay out, be at or be put unto, in or about the execution of the aforeſaid truſts or in relation thereunto. AND the ſaid *Husband* doth by theſe preſents, for himſelf, his heirs, executors, and adminiſtrators, covenant with the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, that notwithſtanding any act, deed, matter, or thing whatſoever, had, made, done, committed, permitted or ſuffered, to the contrary by the ſaid *Husband*, the ſaid recited leaſes are good, valid, and ſubſiſting leaſes in the law of and for the premiſes thereby reſpectively demiſed and ſtill in full force for all the now reſidue of the ſeveral terms thereby granted, and that the ſame terms are not mortgaged, forfeited, ſurrendered, or in anywiſe become void or voidable. AND that notwithſtanding any ſuch act, deed, matter or thing as aforeſaid, he the ſaid *Husband* now hath in himſelf good right, full power, and lawful and abſolute authority by theſe preſents to bargain, ſell, aſſign, and ſet over or otherwiſe aſſure the ſaid meſſuages or tenements, pieces or parcels of ground and premiſes hereby aſſigned or otherwiſe aſſured or intended ſo to be, and every part and parcel of the ſame, with the appurtenances, unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns upon truſts aforeſaid, for and during all the reſidues and remainders of the ſaid reſpective terms of 99 years wanting 30 days, and 99 years wanting 30 days, which are now to come and unexpired in manner aforeſaid, according to the true intent and meaning of theſe preſents; AND THAT notwithſtanding any ſuch act, deed, matter or thing as aforeſaid, the ſame meſſuages or tenements, pieces or parcels of ground and premiſes ſhall or may be held by them the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, without any lawful let, ſuit, trouble, eviction, ejection, expulſion, interruption, hindrance or denial whatſoever, of, from or by the ſaid *Husband*, his executors, adminiſtrators or aſſigns, or any perſon or perſons lawfully or equitably and rightfully claiming, or to claim by, from, through, under, or in truſt for him the ſaid *Husband*,

Husband covenants that the leaſes are valid.

That he hath power to aſſign.

For quiet enjoyment.

Husband, his executors, adminiſtrators or aſſigns, And that free and clear of and from all mortgagers, rents, and arrears of rent, eſtates, titles, troubles, liens, charges and incumbrances whaſoever, at any time or times heretofore, and to be at any time and from time to time hereafter made, done, committed, occaſioned, or ſuffered by the ſaid *Husband*, his executors or adminiſtrators, or any perſon or perſons rightfully claiming, or to claim by, from, through, under, or in truſt for him or them other than and except the rents, covenants, conditions and agreements, reſerved, expreſſed, and contained in the ſaid recited indentures of leaſe from henceforth to be done, obſerved, performed, and kept for or in reſpect of the ſame premiſes. AND LASTLY, that he the ſaid *Husband*, his executors and adminiſtrators, and all perſons rightfully claiming, or to claim any eſtate, right, title, truſt, or intereſt at law or in equity, of, into, or out of the ſaid meſſuages or tenements, pieces or parcels of ground and premiſes hereby aſſigned or otherwiſe aſſured, or intended ſo to be, or any part thereof, by, from, under, or in truſt for him or them (other than and except the perſon or perſons who for the time being ſhall be entitled to the benefit of the ſaid rents, covenants, conditions, and agreements, for, and in reſpect of the ſame rents, covenants, conditions, and agreements) ſhall and will from time to time and at all times hereafter, upon every reaſonable requeſt of the ſaid *Truſtees*, their executors, adminiſtrators or aſſigns, and at the proper coſts and charges in the law of the ſaid truſt eſtate, make, do, and execute, or cauſe or procure to be made, done and executed, all ſuch further and other lawful and reaſonable acts, deeds, things, aſſignments, and other aſſurances in the law whatſoever, for further, better and more effectually or ſatisfactorily aſſigning or otherwiſe aſſuring the ſaid meſſuages or tenements, pieces or parcels of ground and premiſes reſpectively hereby aſſigned or otherwiſe aſſured, or intended ſo be, and every part and parcel of the ſame, with the appurtenances, unto the ſaid *Truſtees*, their executors, adminiſtrators and aſſigns, thenceforth, for, and during the ſeveral reſidues and remainders of the ſaid ſeveral terms of 99 years wanting 30 days, which ſhall be therein reſpectively then to come and unexpired, according to the true intent and meaning of theſe preſents,

And for further aſſurance.

as

as by the ſaid *Truſtees*, their executors, adminiſtrators or aſſigns, or their counſel in the law, ſhall be reaſonably adviſed or deviſed and required, and be tendered to be made, done, and executed. IN WITNESS, &c.

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Printed by W. Hughes, 49, Smithfield.